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NEW DELHI, SATURDAY, DECEMBER 22, 2001/PAUSA 1, 1923

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय की छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

राष्ट्रपति सचिवालय

सारणी

नई दिल्ली, 18 दिसम्बर, 2001

का.आ. 3431—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 तथा तब के भारत के आवास एवं निर्माण मंत्रालय की अधिसूचना सं. का.आ. 720, दिनांक 10 मार्च, 1973 के अधिक्रमण में धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है। यह अधिकारी उक्त सारणी के स्तम्भ (2) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों के संबंध में उक्त अधिनियम के द्वारा या उसके अधीन संपदा अधिकारियों को अपने क्षेत्राधिकार की स्थानीय सीमाओं में प्रदत्त शक्तियों का प्रयोग और उन पर अधिरूपित कर्तव्यों का पालन करेगा।

अधिकारी पदनाम	सरकारी स्थानों के प्रवर्ग एवं क्षेत्राधिकार की स्थानीय सीमाएं
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(1)

(2)

श्री ए. सेम्युल, अवर सचिव (समन्वय) राष्ट्रपति सचिवालय	स्थानों में नई दिल्ली, शिमला (हि.प्र.) देहरादून (उत्तरांचल प्रदेश) एवं बोनाराम, मिर्कंदरा-बाद (आ.प्र.) समाविष्ट हैं।
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[फाईल सं. डी-11020/1/90—ई वी ए]
शिवकुमार अग्रवाल, निदेशक

PRESIDENT'S SECRETARIAT

New Delhi, the 18th December, 2001

S.O. 3431.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised occupants) Act, 1971 and in supersession of the then Government of India in the Ministry of Works and Housing Notification No. S.O. 720 dated the 10th March, 1973, the Central Government hereby appoints the officer mentioned in column (1) of the table below being a gazetted officer of the Government to be Estate Officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within local limits of his respective jurisdiction in respect of the public premises specified in corresponding entry in column (2) of the said table.

TABLE

Designation of the Officer	Categories of Public Premises & local limits of jurisdiction
(1)	(2)
Shri A. Samuel, Under Secretary (Coord)	Premises comprising the President's Estate in New Delhi, Shimla (Himachal Pradesh), Dehradun (Uttaranchal Pradesh) and Bolarum, Secunderabad (Andhra Pradesh).

[File No. D-11020/1/90-EBA]
S.K. AGGARWAL, Director

कार्मिक, लोक शिक्का तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 7 दिसम्बर, 2001

का.आ. 3432.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने वाले अपराधों के रूप में विनिर्दिष्ट करती है तात्पर्यः—

- (क) आतंकवाद निवारण अध्यादेश, 2001 (2001 का सं. 9) के अधीन दंडनीय अपराध।
- (ख) उपर्युक्त (क) में उल्लिखित अपराधों से संबंधित अथवा संशक्त प्रयत्न, दूष्प्रेरण और पड़यंत तथा उसी संव्यवहार के अन्तर्क्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध।

[सं. 228/15/2001-ए.बी.डी.-II]

शुभा ठाकुर, अधीक्षक सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 7th December, 2001

S.O. 3432.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences which are to be investigated by the Delhi Special Police Establishment namely:—

- (a) Offences punishable under the Prevention of Terrorism Ordinance, 2001 (No. 9 of 2001)
- (b) Attempts, abetments and conspiracies in relation to or in connection with the offences mentioned in clause (a) above and any other offence committed in the course of the same transaction or arising out of the same facts.

[No. 228/15/2001- A.V.D. II]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 10 दिसम्बर, 2001

का.आ. 3433.—केन्द्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेशक (केन्द्रीय अन्वेषण ब्यूरो) द्वारा बिहार राज्य के संबंध में सोपे दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) अधिनियम के अन्तर्गत संस्थापित मुकदमों का अभियोजन विचारण न्यायालयों तथा कानून द्वारा स्थापित अपील/पुनरीक्षण न्यायालयों में इनसे उद्भूत अन्य मामलों में अपील/पुनरीक्षण संचालित करने हेतु निम्नलिखित अधिवक्ताओं की विशेष लोक अभियोजक के रूप में नियुक्त करती है।

1. श्री सतीश नारायण तताखे
2. श्री अशोक कुमार
3. श्री भोलानाथ वर्मा
4. श्री सुभाष अन्नभारदाज
5. श्री सुरेन्द्र कुमार सिन्हा
6. श्री मुनील कुमार हरगावा
7. श्री परमानन्द प्रसाद

[सं. 225/24/2000-ए.बी.डी.-II (i)]

शुभा ठाकुर, अधीक्षक सचिव

New Delhi, the 10th December, 2001

S.O. 3433.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the state of Bihar as entrusted to them by the Director, Central Bureau

of Investigation, in the trial courts and appeals/ revisions or other matters arising out of these cases in revisional or appellate courts established by Law.

S/Shri

1. Satish Narain Taterway
2. Ashok Kumar
3. Bhola Nath Verma
4. Subhash Chandra Bhardwaj
5. Surendra Kumar Sinha
6. Sunil Kumar Hargava
7. Permanand Prasad

[No. 225/24/2000-AVD. II(i)]
SHUBHA THAKUR, Under Secy.

नई दिल्ली, 10 दिसम्बर, 2001

का.आ. 3434.—केन्द्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेशक (केन्द्रीय अन्वेषण ब्यूरो) द्वारा झारखण्ड राज्य के संबंध में सौपे दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) अधिनियम के अन्तर्गत संस्थापित मुकदमों का अभियोजन विचारण न्यायालयों तथा कानून द्वारा स्थापित अपील/पुनरीक्षण न्यायालयों में इनसे उद्भूत अन्य मामलों में अपील/पुनरीक्षण संचालित करते हेतु निम्नलिखित अधिवक्ताओं को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

1. श्री अजय कुमार प्रसाद
2. श्री रामेश्वर सिंह

[सं. 225/24/2000-एवीडी-II (ii)]

शुभा ठाकुर, प्रवर सचिव

New Delhi, the 10th December, 2001

S.O. 3434.—In exercise of the powers conferred by Sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the State of Jharkhand as entrusted to them by the Director, Central Bureau of Investigation in the trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by Law.

S/Shri

1. Brajendra Krishana Prasad
2. Rameshwar Singh

[No. 225/24/2000-AVD-II(ii)]
SHUBHA THAKUR, Under Secy.

द्वितीय मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 3 दिसम्बर, 2001

स्टाम्प

का.आ. 3435.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा स. इन्फ्रास्ट्रक्चर डेवलपमेंट फाइनेस कम्पनी लिमिटेड, मुम्बई को मात्र एक करोड़ रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र दो सौ पचास करोड़ रुपए के समग्र मूल्य के प्रत्येक एक-एक करोड़ रुपए के 1 से 250 तक की विशिष्ट संख्या वाले प्रॉमिसरी नोटों के स्वरूप में आई. डी. एफ. सी. श्रृंखला पीपी-1/2002 की रूप में वर्णित बंधनों पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 53/2001-स्टाम्प/का. सं. 33/68/2001-वि.क.]

आर.जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 3rd December, 2001

STAMPS

S.O. 3435.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Infrastructure Development Finance Company Limited, Mumbai to pay consolidated stamp duty of rupees one crore only chargeable on account of the stamp duty on Bonds described as IDFC Series PP 1/2002 in the nature of Promissory Notes bearing distinctive numbers from 1 to 250 of rupees one crore each aggregating to rupees two hundred fifty crore only, to be issued by the said company.

[No. 53/2001-STAMPS/F. No. 33/68/2001-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 3 दिसम्बर, 2001

स्टाम्प

का.आ. 3436.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा आवास एवं शहरी विकास कॉर्पोरेशन लिमिटेड, नई दिल्ली को मात्र पचास लाख रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त निगम द्वारा जारी किए जाने वाले मात्र पचास करोड़ रुपए के समग्र मूल्य के 1 से 5000 तक विशिष्ट संख्या वाले प्रॉमिसरी नोटों के स्वरूप में 10 प्रतिशत वार्षिक 2001

हुडको बंधपत्र शृंखला एस डी-II के रूप में वर्णित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 54/2001-स्टाम्प-फा. सं. 33/70/2001-बि. क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 3rd December, 2001

STAMPS

S.O. 3436.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Housing & Urban Development Corporation Ltd. New Delhi to pay consolidated stamp duty of rupees fifty lakh only on account of the stamp duty on bonds described as 10 per cent Taxable 2001 HUDCO Bonds Series SD-II in the nature of Promissory Notes bearing distinctive numbers from 1 to 5000 aggregating to rupees fifty crores only, to be issued by the said Corporation.

[No. 54/2001-STAMPS/F. No. 33/70/2001-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 3 दिसम्बर, 2001

स्टाम्प

का.आ. 3437.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा तमिलनाडु विद्युत बोर्ड, चेन्नई को मात्र दो करोड़ तेईस लाख एक हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बोर्ड द्वारा जारी किए जाने वाले मात्र दो सौ तेईस करोड़ एक लाख रुपए के समग्र मूल्य के प्रत्येक एक-एक लाख रुपए के प्रॉमिसरी नोटों के स्वरूप वाले 10.65 प्रतिशत टी एन ई बी पावर बॉन्ड्स शृंखला 5/2001 पर स्टाम्प शुल्क के कारण प्रभाव है।

[सं. 55/2001-स्टाम्प-फा. सं. 33/69/2001-बि. क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 3rd December, 2001

STAMPS

S.O. 3437.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Tamil Nadu Electricity Board, Chennai to pay consolidated stamp duty of rupees two crore twenty three lakh one thousand only chargeable on account of the stamp duty on 10.65 per cent TNEB Power Bonds Series 5/2001 in the nature of Promissory Notes of rupees one lakh each aggregating to rupees two hundred twenty three crores one lakh only, to be issued by the said Board.

[No. 55/2001-STAMPS/F. No. 33/69/2001-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 11 दिसम्बर, 2001

का.आ. 3438.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइन सं. 673/21/2001-सी.यू. एम.-VIII, दिनांक 18-10-2001 को जारी किया और यह निर्देश दिया कि श्री जोगिन्द्र कुमार बत्रा, सुपुत्र स्वर्गीय मेला राम बत्रा, निवासी 1846, पंजाबी मौहल्ला, भूमूरपुर, नरैला, दिल्ली-40 को निरुद्ध कर लिया जाए तथा केन्द्रीय कारागार तिहाड़ नई दिल्ली में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2 अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब, उक्त अधिनियम की धारा 7 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय रोजपत्र में, इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस प्रायुक्त दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/21/2001—सी यू एम-VIII]

विजय के. शर्मा, उप सचिव

ORDER

New Delhi, the 11th December, 2001

S.O. 3438.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/21/2001-Cus. VIII, dated 18-10-2001 under the said Sub-section directing that Shri Jogender Kumar Batra, S/o Late Mela Ram Batra, (1) R/o 1846, Punjabi Mohalla, Mamoorpur, Narela, Delhi-40, (2) Proprietor of M/s. Vikas Trading Corporation, 26, Shivaji Market, Narela, Delhi-40 be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from Smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of Sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/21/2001-Cus. VIII]

VIJAY K. SHARMA, Dy. Secy.

आदेश

नई दिल्ली, 11 दिसम्बर, 2001

का.आ. 3439.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश

फाइल सं. 673/23/2001—सी. यू.एस.-VIII दिनांक 31-10-2001 को जारी किया और यह निर्देश दिया कि श्री अमृत लाल मनचंदा सुपुत्र श्री मदन लाल मनचंदा निवासी ए-43 कीर्ति नगर, नई दिल्ली को निरुद्ध कर लिया जाए तथा केन्द्रीय कारागार, तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए जिसमें कि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/23/2001—सी. यू. एस.—VIII]

विजय के. शर्मा, उप सचिव

ORDER

New Delhi, the 11th December, 2001

S.O. 3439.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/23/2001-Cus. VIII, dated 31-10-2001 under the said sub-section directing that Shri Amrit Lal Manchanda, S/o Sh. Madan Lal Manchanda, R/o A-43, Kirti Nagar, New Delhi be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from Smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/23/2001-Cus. VIII]

VIJAY K. SHARMA, Dy. Secy.

आदेश

नई दिल्ली, 11 दिसम्बर, 2001

का.आ. 3440.—अतः संयुक्त सचिव भारत सरकार जिन्हें विदेशी मूद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उप-धारा (1) के अन्तर्गत विशेष रूप में शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/29/2001—सी. यू. एस.-VIII, दिनांक 7-11-2001 को जारी किया और यह निर्देश दिया कि श्री अनिल जिन्दल सुपुत्र श्री एल. सी. जिन्दल, निवासी डी-1/ए 90, जनकपुरी, नई दिल्ली को निरुद्ध कर लिया जाए तथा केन्द्रीय

कारागार तिहाड़, नई दिल्ली में अभिरक्षा में रखा जाए जिसमें कि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त दिल्ली के सम्मुख उपस्थित हो।

[फा. सं. 673/29/2001—सी. यू. एस.—VIII]

विजय के. शर्मा, उप-सचिव

ORDER

New Delhi, the 11th December, 2001

S.O. 3440.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/29/2001-Cus. VIII, dated 07-11-2001 under the said sub-section directing that Shri Anil Jindal, S/o Shri L. C. Jindal, R/o D-1/A-90, Janak Puri, New Delhi-110058 be detained and kept in custody in the Central Jail, Tihar, New Delhi with a view to preventing him from Smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Delhi within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/29/2001-Cus. VIII]

VIJAY K. SHARMA, Dy. Secy.

(व्यय विभाग)

नई दिल्ली, 6 दिसम्बर, 2001

का.आ. 3441.—भविष्य निधि अधिनियम, 1925 (1925 का 19वाँ) की धारा 8 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित सार्वजनिक संस्थान का नाम उक्त अधिनियम की अनुसूची में शामिल करती है, अर्थात् :—

“टेलीकाम रेग्युलेटरी आथॉरिटी आफ इंडिया.”

[सं. 4 (1) सं. /95 वी (I)]

मोहिन्दर सिंह, निदेशक

(Department of Expenditure)

New Delhi the 6th December 2001

S.O. 3441.—In exercise of the powers conferred by sub-section(3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby

adds to the Schedule to the said Act the name of the following public institution namely :

“Telecom Regulatory Authority of India”

[No. 4(1) EV/95(I)]

MOHINDER SINGH Director

नई दिल्ली, 6 दिसम्बर, 2001

का.प्रा. 3442.—भविष्य निधि अधिनियम, 1925 (1925 का 19वां) की धारा 8 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि उक्त अधिनियम के उपबंध (धारा 6 “क” को छोड़कर) उक्त अधिनियम की अनुसूची में विनिर्दिष्ट टेलीकॉम रेग्युलेटरी अथॉरिटी आफ इंडिया के कर्मचारियों के लाभार्थ स्थापित भविष्य निधि पर लागू होंगे।

[सं. 4(1) सं. V/95 (II)]

मोहन्दर सिंह, निदेशक

New Delhi, the 6th December 2001

S.O. 3442.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act (except section 6A) shall apply to the Provident Fund established for the benefit of the employees of the Telecom Regulatory Authority of India.

[No. 4(1)- EV/95 (II)]

MOHINDER SINGH, Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 5 दिसम्बर, 2001

का.प्रा. 3443.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) तथा खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा-(3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा श्री एन. कान्ता कुमार, जो इस समय केनरा बैंक के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 31 मार्च, 2006 तक की अवधि के लिए केनरा बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. सं. 9/12/2000बी.प्रो.-I(i)]

रमेश चन्द अवर सचिव

(Department of Economic Affairs)
(Banking Division)

New Delhi, the 5th December, 2001

S.O. 3443.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and the Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri N. Kantha Kumar, presently General Manager, Canara Bank as a whole time director (designated as the Executive Director) of Canara Bank for the period from the date of his taking charge and upto 31st March, 2006.

[F. No. 9/12/2000-B.O. I(i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2001

का.प्रा. 3444.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) तथा खंड 8 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री प्रकाश सिंह, जो इस समय बैंक ऑफ बड़ोदा के महाप्रबंधक हैं, को उनके कार्यभार ग्रहण करने की तारीख से 28 फरवरी, 2006 तक की अवधि के लिए पंजाब एंड सिंध बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. सं. 9/12/2000- बी.प्रो.-I(ii)]

रमेश चन्द, अवर सचिव

New Delhi, 5th December, 2001

S.O. 3444.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Prakash Singh, presently General Manager, Bank of Baroda as a whole time director (designated as the Executive Director) of Punjab & Sind Bank for the period from the date of his taking charge and upto 28th February, 2006.

[F. No. 9/12/2000-B.O. I(ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2001

का.आ. 3445:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी, कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री ज्ञान प्रकाश "प्रतिभा लोक", आनन्दपुरी, वेस्ट बोरिंग केनाल रोड, पटना-1 को 5 दिसम्बर, 2001 से तीन वर्ष की अवधि के लिए बैंक आफ महाराष्ट्र में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000—बी.ओ. I(i)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 5th December, 2001

S.O. 3445.—In exercise of the powers conferred by sub-section (3)(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri Gyan Prakash, "Pratibha Lok", Anandpuri, W. Boring Canal Road, Patna-1 as part-time non-official director of Bank of Maharashtra for a period of three years commencing on 5th December, 2001.

[F. No. 9/17/2000-B.O.I(i)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2001

का.आ. 3446:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा डा. सीमा, सामाजिक कार्यकर्ता, 604, इन्द्रप्रस्था अपार्टमेंट, वेस्ट बोरिंग केनाल रोड, पटना-1 को 5 दिसम्बर, 2001 से तीन वर्ष की अवधि के लिए केनरा बैंक में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000—बी.ओ. I(ii)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 5th December, 2001

S.O. 3446.—In exercise of the powers conferred by Sub-section (3)(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970

read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Dr. Seema, Social Worker, 604, Indraprastha Apartment, West Boring Canal Road, Patna-1 as part-time non-official Director of Canara Bank for a period of three years commencing on 5th December, 2001.

[F. No. 9/17/2000-B.O.I(ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2001

का.आ. 3447:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) (ज) एवं (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री सुदर्शन सरीन, सामाजिक कार्यकर्ता, एन-62, ग्रेटर कैलाश पार्ट-1, नई दिल्ली-110048 को 5 दिसम्बर, 2001 से तीन वर्ष की अवधि के लिए पंजाब नेशनल बैंक में अंशकालिक गैर-सरकारी निदेशक के पद पर नामित करती है।

[फा. सं. 9/17/2000—बी.ओ. I(iii)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 5th December, 2001

S.O. 3447.—In exercise of the powers conferred by Sub-section (3)(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri Sudarshan Sareen, Social Worker, N-62, Greater Kailash Part-1, New Delhi-110048 as part-time non-official Director of Punjab National Bank for a period of three years commencing on 5th December, 2001.

[F. No. 9/17/2000-B.O.I(iii)]

RAMESH CHAND, Under Secy.

विदेश मंत्रालय

(सी.पी. वी. प्रभाग)

नई दिल्ली, 7 दिसम्बर, 2001

का.आ. 3448:—राजनायिक कौसली अधिकारी (गणप एवं शुल्क) अधिनियम 1948 (1958 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौसलाबास्त हेमवर्मा में श्री धर्म सिंह, सहायक को 07-12-2001 से सहायक कौसली अधिकारी का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/2001]

योगेश नारंग, उप सचिव (कौन्सुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P. V. Division)

New Delhi, the 7th December, 2001

S.O.3448.—In pursuance of clause (a) of the Section 2 of the Diplomatic and consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Mr. Dharam Singh, Assistant in the Consulate General of India, Hamburg to perform the duties of Assistant Consular Officer with effect from 07-12-2001.

[No. T. 4330/1/2001]

Y.C. NARANG, Dy. Secy.(Cons)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

(विदेश व्यापार महानिदेशालय)

आदेश

नई दिल्ली, 11 दिसम्बर, 2001

का.आ. 3449:—मै. जायसवाल नेको लिमिटेड, नागपुर को ईपीसीजी स्कीम के तहत पूंजीगत माल के आयात के लिए 1,16,06,496 रु. का एक आयात लाइसेंस सं. पी/सीजी/2133636 दिनांक 8-12-94 को जारी किया गया था।

5. फर्म ने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन विनिमय नियंत्रण प्रयोजन की एक डुप्लीकेट प्रति इस आधार पर जारी करने के लिए आवेदन किया है कि लाइसेंस की सीमा शुल्क प्रयोजन विनिमय नियंत्रण प्रयोजन की मूल प्रति खो गई है अथवा अस्थायी हो गई है। आगे यह भी कहा गया है कि लाइसेंस की दोनों सीमा शुल्क प्रयोजन विनिमय नियंत्रण प्रतियां मूल रूप में प्राप्त हुई थीं व दोनों सीमा शुल्क प्रयोजन विनिमय नियंत्रण प्रयोजन प्रतियां कलैक्टर ऑफ कस्टम्स, कस्टम हाऊस, मुम्बई के पास पंजीकृत करायी गयी थीं तथा लाइसेंस के 1,16,06,496 रु. मूल्य का उपयोग कर लिया गया है जिससे शून्य अनुप्रयुक्त अधिशेष रह गया है।

6. अपने कथन के समर्थन में, लाइसेंस धारक ने नोटरी पब्लिक, मुम्बई के समक्ष विधिवत शपथ लेकर एक हलफनामा प्रस्तुत किया है। मैं तबनुसार संतुष्ट हूँ कि आयात लाइसेंस सं. पी/सीजी 2133636 दिनांक 8-12-94 की सीमा शुल्क प्रयोजन/विनिमय नियंत्रण प्रयोजन की मूल प्रति फर्म द्वारा खो गई है अथवा अस्थायी हो गई है। विदेश व्यापार महानिदेशालय, नई दिल्ली द्वारा जारी का.आ. 1060 (अ) दिनांक 31-12-93 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, मै, जायसवाल नेको लिमिटेड, नागपुर को जारी उक्त मूल सीमा शुल्क प्रयोजन विनिमय नियंत्रण प्रयोजन प्रति पी/सीजी/2133636 दिनांक 8-12-94 को, एतद्वारा रद्द किया जाता है।

7 उक्त लाइसेंस की डुप्लीकेट प्रयोजन/विनिमय नियंत्रण प्रयोजन प्रति पार्टी को अलग से जारी की जा रही है।

[फा सं. 18/773/ए एम 95/ईपीसीजी-II/168]

सी.वी.एल.एन. प्रसाद, उप महानिदेशक, विदेश व्यापार

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

(Directorate General of Foreign Trade)

ORDER

New Delhi, the 11th December, 2001

S.O.3449—M/s. Jayaswals Neco Ltd., Nagpur, were granted an Import Licence No. P/CG/2133636 dated 8-12-94 for Rupees 1,16,06,496/- for import of Capital Goods under EPCG Scheme.

5 The firm has applied for issue of duplicate copy of Customs Purpose copy Exchange Control Copy of the above mentioned licence on the ground that the original Customs Purpose copy/Exchange Control Purpose of the licence has been lost or misplaced. It has been stated that Customs/Exchange Control copy of the licence were handed original been stated that both the Customs Purpose/Exchange Control Purpose copy of the licence was registered with Collector of Customs, Customs House, Mumbai and been utilised for a sum of Rs. 1,16,06,496/- leaving an unutilised balance of Rs. Nil.

6. In support of their contention, the licensee has filed an Affidavit on stamped paper duly sworn in before Notary Public, Mumbai. I am accordingly satisfied that the Customs Purpose/Exchange Control Purpose copy of Import Licence No. P/CG/2133636 dated 8-12-94 has been lost or misplaced by the firm. In exercise of the powers conferred under Order S.O. 1060 (E) dated 31-12-93 issued by DGFT, New Delhi the said Original Customs Purposes/Exchange Control Purpose copy No. P/CG/2133636 dated 8-12-94 issued to M/s. Jayaswals Neco Ltd., Nagpur is hereby cancelled.

7. The duplicate Customs Purpose/Exchange Control purpose copy of the said licence is being issued to the party separately.

[F.No. 18/773/AM 95/EPCG/II/628]

C.V.L.N. PRASAD, DY. Director General of Foreign Trade

कोयला और खान भूतल

(कोयला विभाग)

नई दिल्ली, 10 दिसम्बर, 2001

का.आ. 3450.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायद्ध अनुसूची में उल्लिखित भूमि में कोयला अभि-
प्राप्त किए जाने की संभावना है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें
इसके पश्चात् उक्त अधिनियम कहा गया है), की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र
में कोयले का पूर्वोक्षण करने के लिए अपने आदेश की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. सी 1(ई) III/एफ यू/687-0501, तारीख 28 मई, 2001 का निरीक्षण
वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में या
कलेक्टर, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा
सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7)
में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर भार माध्यक
अधिकारी/विभागाध्यक्ष (राजस्व), वेस्टर्न कोलफील्ड्स लिमिटेड, कोल एस्टेट, सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) को
परिदत्त करेंगे।

अनुसूची

नया मकरधोकरा—III खंड

उमरेर क्षेत्र

जिला नागपुर (महाराष्ट्र)

[रेखांक सं. सी. 1 (ई) III/एफ यू/687-0501 तारीख 28 मई, 2001]

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	कान्हवा	22 उमरेर	नागपुर	16.00	भाग
2.	सिरपुर	22 उमरेर	नागपुर	235.00	भाग
3.	कटारा	22 उमरेर	नागपुर	85.00	भाग
4.	धामनगांव	23 उमरेर	नागपुर	17.00	भाग
कुल क्षेत्र :				353.00 हेक्टर	(लगभग)
				या	
				872.26 एकड़	(लगभग)

सीमा वर्णन :

क—ख रेखा बिन्दु “क” से आरंभ होकर, ग्राम कान्हवा और कलमना, कान्हवा और धामनगांव की सम्मिलित ग्राम सीमा
के साथ-साथ गुजरती है और बिन्दु “ख” पर मिलती है।

ख—ग रेखा ग्राम धामनगांव से होकर जाती है और ग्राम खुरसापार और सिरपुर की सम्मिलित ग्राम सीमा के साथ-साथ
गुजरती है और बिन्दु “ग” पर मिलती है।

- ग-घ-ङ रेखा ग्राम सिरपुर से होकर जाती है और ग्राम कटारा और सिरपुर की सम्मिलित ग्राम सीमा के साथ-साथ गुजरती है और ग्राम कटारा से होकर आगे बढ़ती है और बिन्दु "ड" पर मिलती है ।
- ङ-घ रेखा ग्राम कटारा से होकर जाती है और रेलवे लाईन की दक्षिणी सीमा के साथ-साथ गुजरती है और बिन्दु "च" पर मिलती है ।
- च-क रेखा ग्राम कटारा से होकर जाती है और ग्राम कटारा और सिरपुर की सम्मिलित ग्राम सीमा के साथ-साथ गुजरती है फिर ग्राम सिरपुर से होकर जाती है और ग्राम कान्हवा से होकर आगे बढ़ती है और आरंभिक बिन्दु "क" पर मिलती है ।

[संख्या 43015/18/2001-पी.आर.आई. डब्ल्यू]

संजय बहादुर, उप सचिव

MINISTRY OF COAL & MINES

(Department of Coal)

New Delhi, the 10th December, 2001

S.O.3450- Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing Number C-1(E)III/FU/687-0501 dated the 28th May, 2001 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or in the office of the Collector, Nagpur (Maharashtra) or in the office of the Coal Controller, 1, Council House, Street Kolkata,

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Office-in-Charge/Head of the Department (Revenue), Western, Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE

New Makardhokra —III Block

Umrer Area

District Nagpur (Maharashtra)

[Plan No. C-1(E)III/FU/687-0501 dated the 28th May, 2001]

Serial Number	Name of Village	Patwari circle number	Tehsil	District	Area in Hectares	Remarks
1.	Kanhwa	22	Umrer	Nagpur	16.00	Part
2.	Sirpur	22	Umrer	Nagpur	235.00	Part
3.	Karatra	22	Umrer	Nagpur	85.00	Part
4.	Dhamangaon	23	Umrer	Nagpur	17.00	Part

Total area : 353.00 hectares
(approximately)

or
872.26 acres
(approximately)

Boundary description :—

- A—B : Line starts from point 'A' and passes along the common village boundary of villages Kanhwa and Kalamna, Kanwa and Dhamangaon and meets at point 'B'.
- B- C : Line passes through village Dhamangaon and passes along the common village boundary of villages Khursapar and Sirpur and meets at point 'C'.
- C--D -E : Line passes through village Sirpur and passes along the common village boundary of villages Katara and Sirpur and proceeds through village Katara and meets at point 'E'.
- E--F : Line passes through village Katara along the southern boundary of Railway line and meets at point 'F'.
- F- A : Line passes through village Katara and passes along the common village boundary of villages Katara and Sirpur then passes through village Sirpur and proceeds through village Kanhwa and meets at starting point 'A'.

[F. N. 43015/18/2001-PRIW]
SANJAY BAHADUR, Dy. Secy.

आदेश

नई दिल्ली, 13 दिसम्बर, 2001

का.आ. 3451—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 949 तारीख 26 अप्रैल, 2001 के, राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 12 मई, 2001 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और उक्त भूमियों (जिन्हें इसमें इसके पश्चात् उक्त भूमि कहा गया है) में या उस पर के अधिकार उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन, सभी विलयनों से मुक्त होकर, आत्मतत्त्व रूप से केन्द्रीय सरकार में निहित हो गए हैं;

और केन्द्रीय सरकार का समाधान हो गया है कि वेस्टर्न कोल-फील्ड्स लिमिटेड नागपुर (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना ठीक समझे, अनुपालन करने के लिए राजामंद है,

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित भूमि और उक्त भूमि में या उस पर के सभी अधिकार तारीख 12 मई, 2001 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कम्पनी में निहित हो जाएंगे, अर्थात् :—

1. सरकारी कम्पनी उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर ब्याज नुकसानी और वैसी ही मदों की बाबत किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।

2. सरकारी कम्पनी द्वारा शर्त (i) के अधीन, केन्द्रीय सरकार संदेय रकमों का आवधारण करने के प्रयोजनों के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उक्त सभी व्यव सरकारी कम्पनी वहन करेगी और इसी प्रकार

निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उक्त, सभी व्यव भी सरकारी कम्पनी वहन करेगी।

3. सरकारी कम्पनी, केन्द्रीय सरकार और उसमें पदधारियों को, ऐसे किसी अन्य व्यव के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार और उसमें पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, आपूर्ति करेगी।

4. सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी।

5. सरकारी कम्पनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं पालन करेगी।

[फा सं. 43015/18/96—एलडब्ल्यू/पीआरआईडब्ल्यू]]

संजय बहादुर, उप सचिव

ORDER

New Delhi, the 13th December, 2001

S.O. 3451.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 949 dated the 26th April, 2001, published in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 12th May, 2001, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the lands and all rights in or over such lands, described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that said lands and all rights in or over such lands so vested shall with effect from the 12th May, 2001 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

1. the Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act,
2. a tribunal shall be constituted for the purpose of determining the amounts payable to all Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vesting shall also be borne by the Government Company,
3. the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting,
4. the Government Company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government,
5. the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/18/96-LW/PRIW]

SANJAY BAHADUR, Dy. Secy.

आदेश

नई दिल्ली, 13 दिसंबर, 2001

का.आ. 3452:—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1284 तारीख 29 मई, 2001 को भारत के राजपत्र भाग II, खंड 3,

उपखंड (ii) तारीख 9 जून, 2001 में प्रकाशित किए जा ने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे।

और, केन्द्रीय सरकार का यह समाधान हो गया है कि ईस्टर्न कोलफील्ड्स लिमिटेड, सैंक्टोरिया, डाकघर बिसेरगढ़, जिला-बर्धमान (प. बंगाल) (जिसे इसमें इसके पश्चात् सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए दृष्टुक है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम, की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और भूमि में या उस पर के अधिकार 9 जून, 2001 में केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :—

1. सरकारी कम्पनी उक्त अधिनियम के उपबन्धों के अधीन यथा अवधारित प्रतिकर, ब्याज नुकसानी और बैसी शी मर्दों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी।

2. सरकारी कम्पनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कम्पनी द्वारा वहन किया जाएगा और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों जैसे अपील आदि की बाबत उपगत, सभी व्यय भी सरकारी कम्पनी वहन करेगी।

3. सरकारी कम्पनी केन्द्रीय सरकार या उसके पदाधिकारियों की ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हों क्षतिपूर्ति करेगी।

4. सरकारी कम्पनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि का किसी अन्य व्यक्ति को अंतराग्न करने की शक्ति नहीं होगी; और

5. सरकारी कम्पनी ऐसे निर्देशों और शर्तों का जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी।

[ए.स. 43015/6/97-एलडब्ल्यू/पीआरआईडब्ल्यू]

संजय बहादुर, उप सचिव

ORDER

New Delhi, the 13th December, 2001

S.O. 3452.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 1284 dated the 29th May, 2001, in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 9th June, 2001, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the lands and rights in or over the land, described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas, the Central Government is satisfied that the Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 11 of the said Act, the Central Government hereby directs that said lands and all rights in or over the said lands vested shall with effect from 9th June, 2001 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall re-imburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred

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in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vesting shall also be borne by the Government Company.

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting.
4. The Government Company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government.
5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015.6/97-LW/PRIW]

SANJAY BAHADUR, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 12 दिसम्बर, 2001

का.आ. 3453.—भारत के उच्चतम न्यायालय ने सिविल अपील संख्या 8098-8100/1995 की आई.ए. संख्या 10-14 में दिनांक 15 फरवरी, 2001 के अपने आदेश में भारतीय दंत चिकित्सा परिषद् को आदेश की तारीख से एक महीने की अवधि के भीतर तीन अपीलकर्तियों को प्रदत्त डिग्रियों को मान्यता देने का निर्देश दिया है।

और भारत के उच्चतम न्यायालय ने सिविल अपील संख्या 8098-8100/1995 की आई.ए. संख्या 15-17, 18-20, 21-23 और 24-26 और अवमानना याचिका (सी) संख्या 189-191/2001 में दिनांक 18 सितम्बर, 2001 के अपने आदेश में न्यायालय द्वारा 15 फरवरी, 2001 को दिए गए आदेश को वर्ष 1989-1990, 1990-91 और 1991-1992 में पास होने वाले बैचों पर भी लागू कर दिया है और भारतीय दंत चिकित्सा परिषद् तथा भारत संघ को अपने दिनांक 15 फरवरी, 2001 के आदेश को 18 सितम्बर, 2001 की तारीख से एक महीने की अवधि के भीतर कार्यान्वित करने के लिए और अधिक कदम उठाने का निर्देश दिया है।

अतः अब, केन्द्र सरकार भारत के उच्चतम न्यायालय के दिनांक 18 सितम्बर, 2001 के आदेश के अनुसरण में और दंत चिकित्सक अधिनियम 1948 (1948 का 16) की धारा 10 की उप-धारा (2) में प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श के पश्चात् उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है नामतः—

अनुसूची के भाग-1 में कालम 2 में मान्यता प्राप्त दंत चिकित्सा अर्हता "बैचलर ऑफ डेंटल सर्जरी" के अधीन ललित नारायण मिथिला यूनिवर्सिटी, दरभंगा से संबंधित क्रमांक 38 के सामने निम्नलिखित जोड़ा जायेगा नामतः—

"उक्त अर्हता एस.एम. तक्वी इमाम डेंटल कॉलेज के बी.डी.एस. छात्रों के संबंध में सभी मान्यता प्राप्त दंत चिकित्सा अर्हता होगी यदि यह 1997 में अथवा उससे पहले प्रदान की गई हो।"

[फा.सं.बी-12018/1/2001-पी.एम.एस.]

एस.के. राय, निदेशक (एम.ई.)

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 12th December, 2001

S.O. 3453.—Whereas the Supreme Court of India in its Order dated the 15th February, 2001 in I.A. Nos. 10—14 in Civil Appeal Nos. 8098—8100/1995 has directed the Dental Council of India to recognize the degrees conferred upon three appellants within a period of one month from the date of the Order.

And whereas the Supreme Court of India in its Order dated the 18th September, 2001 in IA Nos. 15—17, 18—20, 21—23 and 24—26 and Contempt Petition (C) Nos. 189—191/2001 in Civil Appeals Nos. 8098—8100/1995 has extended the Order made by the Court on the 15th February, 2001 to the batches passing out in the years 1989-1990, 1990-91 and 1991-92 and has directed the Dental Council of India and the Union of India to take further steps to implement the Order dated the 15th February, 2001 within a period of one month from the 18th September, 2001.

Now, therefore, in pursuance of the Order dated the 18th September, 2001 of the Supreme Court of India and in exercise of the powers conferred by sub-section (2) of Section 10 of the Dentist Act 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India,

hereby makes the following further amendments in Part I of the Schedule to the said Act, namely :—

In Part I of the Schedule, against serial No. 38 relating to Lalit Narayan Mithila University, Darbhanga, in column 2, under the recognized dental qualification "Bachelor of Dental Surgery", the following shall be inserted namely :—

"The above qualification shall be recognized dental qualification in respect of BDS students of S. M. Naqui Imam Dental College, Darbhanga, if granted in or before 1997".

[F. No. V-12018/1/2001-PMS]

S. K. RAO, Director (ME)

शहरी विकास और गरीबी उपशमन मंत्रालय

नई दिल्ली, 31 अक्टूबर, 2001

का.आ. 3454.—दिनांक 22 सितम्बर, 2000 की अधिसूचना सं. 25011/7/85-डब्ल्यू. 3/ई.डब्ल्यू. 1 में अंशिक संशोधन करते हुए केन्द्र सरकार राजघाट समाधि अधिनियम, 1951 (1951 का 41) की धारा 4 की उपधाराएं (1), (2) तथा (3) के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का उपयोग करने हुए श्री जगमोहन के स्थान पर अनन्त कुमार, शहरी विकास और गरीबी उपशमन मंत्री को राजघाट समाधि समिति का अध्यक्ष नियुक्त करती है।

[सं. 25011/7/85-डब्ल्यू-3/ई.डब्ल्यू. 1]

श्याम कपूर, उप सचिव (नि.)

MINISTRY OF URBAN DEVELOPMENT AND POVERTY ALLEVIATION

New Delhi, the 31st October, 2001

S.O. 3454.—In partial modification of Notification No. 25011/7/85-W.3/EW. 1, dated 22nd September 2000 the Central Government appoints Shri Ananth Kumar, Minister for Urban Development and Poverty Alleviation as Chairman of Rajghat Samadhi Samitti in place of Shri Jagmohan, in exercise of the powers conferred by section 3 read with sub-sections (1), (2) and (3) of section 4 of the Rajghat Samadhi, Act, 1951 (41 of 1951).

[No. 25011/7/85-W3/EW./1]

SHYAM KAPOOR, Dy. Secy. (Works)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 14 दिसम्बर, 2001

का. आ. 3455.— केंद्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में पानेवाडी (मनमाड) संस्थापन से मध्यप्रदेश राज्य में मांगल्या (इंदौर) तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केंद्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें या भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार का अर्जन के लिए सक्षम प्राधिकारी, श्री व्ही. पी. पाठक, मुंबई-मनमाड पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, 26, पार्क रोड, इन्दौर - 452003 (मध्यप्रदेश) को लिखित रूप में आक्षेप भेज सकेगा;

अनुसूची

तेहसील : कसरगढ

जिला : खरगोन

राज्य : मध्यप्रदेश

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर	
१. म्यानपुरा	55	0.0884	
	54 (स.नाला)	0.0679	
	53	0.1037	
	50/1	}	0.0937
	50/2		
	50/3		
	52		0.1115
	51	0.4427	
	48(स.चरागाह)	0.0688	
	47(स.नाला)	0.0208	
	46(स.चरागाह)	0.1614	
	44	0.1454	
	43	0.3259	
	41	0.3390	
	40	0.4296	
	35(स.चरागाह)	0.1993	
	36	0.1333	
	1 (नर्मदा नदी)	0.7203	
२. कोठड़ा	38 (सड़क)	0.0085	
	37	0.2700	
	41/2/1	0.2736	
	41/2/2	0.0156	
	79	0.1944	
	78	0.1775	
	53	0.0691	
	76/1/1	0.1619	
	73/2	0.2437	
	72	0.3497	
	71	0.2279	
	67 (स.नाला)	0.0300	
	३. नगावों	48	0.0967
		41 (स.नाला)	0.0212
52		0.0633	

ग्राम का नाम	सर्वे क्र.सं.	क्षेत्रफल हेक्टेयर
मगावों (निरंतर...)	53/2	0.0135
	53/3	0.1205
	53/1/1	0.0035
	53/1/2	0.2680
	37	0.1630
	32 (नदी)	0.0354
	9	0.0936
	8/1	0.0070
	13	0.1453
	12/1	0.1949
	12/2	0.2410
	15/1	0.1134
	100 (नदी)	0.0106
	567(पहाड़)	0.1662
	562	0.2455
४. पीवली	563(स.चरागाह)	0.0586
	502 (स.नाला)	0.0186
५. औरंगपुरा	11	0.1602
	13 (पहाड़)	0.3547
	12	0.0801
	26 (स.चरागाह)	0.3662
	24	0.1600
	25(स. चरागाह)	0.2478
	32	0.0686
	34	0.2594
	36(स. चरागाह)	0.0076
	35	0.0419
	37(स. चरागाह)	0.0152
	40	0.1297
	41 (स.रास्ता)	0.0190
	43	0.7553
	50	0.1090
६. सभ्राटी	49(स. चरागाह)	0.1512
	48	0.0812

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर
सम्राटी (निरंतर...)	11(स. चरागाह)	0.0624
	7	0.0576
	3/3	0.2128
	3/2	
	3/1	
	9	0.0052
	10(स. चरागाह)	0.0524
	12	0.3160
	13(स. चरागाह)	0.3741
	14(स. चरागाह)	0.0774
७. जरोली	262	0.3781
	271/1	0.0763
	271/2	
	270	0.4111
	275/1	0.0061
	276/1	0.0873
	276/2	0.1248
	276/3	0.0028
	277/4	0.0312
	277/5	0.0953
	278/1	0.1010
	256 (स. रास्ता)	0.0099
	255	0.1864
	253	0.2057
८. बिजगुन	252	0.2065
	47 (बोराड़ नदी)	0.0972
	48(स. चरागाह)	0.0600
	46/1	0.5500
	46/2	
	46/3	
	46/4	
	44(स. चरागाह)	0.0387
	37/2	0.1416
	37/1	0.2429

ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल हैक्टेयर	
बिजगुन (निरंतर..)	38/3 तथा 38/4	0.1300	
	33	0.4279	
	32/1	}	0.1650
	32/2		
	32/3		
	3 (स.नाला)		0.0341
	2	0.0600	
	36	0.1152	
	35 (सड़क)	0.0226	
	4(स.नाला)	0.0057	
1	0.0170		
9. पीपरी	2(सड़क)	0.0113	
	3/2/1	}	0.1723
	3/2/2		

[फा. सं. आर-31015/38/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 14th December, 2001

S. O.3455.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum products from the Panewadi (Manmad) terminal in the State of Maharashtra, an extension pipeline to Manglya (Indore) in the State of Madhya Pradesh should be laid by Bharat Petroleum Corporation Limited ;

And, whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user of land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the rights of user therein ;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Competent Authority, Shri V.P. Pathak, Mumbai-Manmad Pipeline Extension Project, Bharat Petroleum Corporation Limited, 26, Park Road, Indore-452003 (Madhya Pradesh).

SCHEDULE

TEHSIL: KASRAVAD	DISTRICT : KHARGONE	STATE : MADHYA PRADESH	
NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE	
1. GYANPURA	55	0.0884	
	54 (G.DRAIN)	0.0679	
	53	0.1037	
	50/1	}	0.0937
	50/2		
	50/3		
	52	0.1115	
	51	0.4427	
	48(GL)	0.0688	
	47(G.DRAIN)	0.0208	
	46(GL)	0.1614	
	44	0.1454	
	43	0.3259	
	41	0.3390	
	40	0.4296	
	35(GL)	0.1993	
	36	0.1333	
	1 (NARMADA RIVER)	0.7203	
2. KOTHRA	38 (Road)	0.0085	
	37	0.2700	
	41/2/1	0.2736	
	41/2/2	0.0156	
	79	0.1944	
	78	0.1775	
	53	0.0691	
	76/1/1	0.1619	
	73/2	0.2437	
	72	0.3497	
	71	0.2279	
	67 (G.DRAIN)	0.0300	
3. NAGAWA	48	0.0967	
	41 (G.DRAIN)	0.0212	
	52	0.0633	

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
NAGAWA (Cont'd)	53/2	0.0135
	53/3	0.1205
	53/1/1	0.0035
	53/1/2	0.2680
	37	0.1630
	32 (RIVER)	0.0354
	9	0.0936
	8/1	0.0070
	13	0.1453
	12/1	0.1949
	12/2	0.2410
	15/1	0.1134
	100(RIVER)	0.0106
	567(PAHAD)	0.1662
4. CHICHALI	562	0.2455
	563(GL)	0.0586
5. AURANGPURA	502 (G.DRAIN)	0.0186
	11	0.1602
	13(PAHAD)	0.3547
	12	0.0801
	26(GL)	0.3662
	24	0.1600
	25(GL)	0.2478
	32	0.0686
	34	0.2594
	36(GL)	0.0076
	35	0.0419
	37(GL)	0.0152
	40	0.1297
	41(GCT)	0.0190
	43	0.7553
	50	0.1090
6. SATARATI	49(GL)	0.1512
	48	0.0812
	11(GL)	0.0624

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE		
SATARATI (Cont'd)	7	0.0576		
	3/3	}	0.2128	
	3/2			
	3/1			
	9	0.0052		
	10(GL)	0.0524		
	12	0.3160		
	13(GL)	0.3741		
	14(GL)	0.0774		
	7. JAROLI	262	0.3781	
		271/1	}	0.0763
		271/2		
		270	0.4111	
		275/1	0.0061	
276/1		0.0873		
276/2		0.1248		
276/3		0.0028		
277/4		0.0312		
277/5		0.0953		
278/1		0.1010		
256 (GCT)		0.0099		
255		0.1864		
253		0.2057		
252		0.2065		
8. BIJGUN		47 (Borad River)	0.0972	
		48(GL)	0.0600	
		46/1	}	0.5500
	46/2			
	46/3			
	46/4			
	44(GL)	0.0387		
	37/2	0.1416		
	37/1	0.2429		
	38/3 & 38/4	0.1300		
	33	0.4279		

NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
BIJGUN (Cont'd)	32/1	0.1650
	32/2	
	32/3	
	3 (G.DRAIN)	0.0341
9. PIPRI	2	0.0600
	36	0.1152
	35 (Road)	0.0226
	4 (G.DRAIN)	0.0057
	1	0.0170
	2 (ROAD)	0.0113
	3/2/1	0.1723
	3/2/2	

[No. R-31015/38/2001 OR-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2001

का. आ. 3456.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में और पूर्व अधिसूचना का.आ. संख्या 1990 तारीख 6 सितम्बर, 2000 को अधिकांत करते हुए, उक्त अधिनियम के अधीन हरियाणा राज्य के राज्य क्षेत्र के भीतर गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड की मुंद्रा-भटिंडा पाइपलाइन के लिए सक्षम प्राधिकारी के कृत्यों के पालन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में प्रतिनियुक्ति पर श्री राम करण शर्मा, जिला राजस्व अधिकारी, हरियाणा सरकार, को प्राधिकृत करती है।

[फा. सं. आर-31015/5/2001-ओ.आर-II]
हरीश कुमार, अपर सचिव

New Delhi, the 18th December, 2001

S. O. 3456.— In pursuance of clause(a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in supersession of the earlier notification number S.O.1990 dated 6th September, 2000, the Central Government hereby authorises Shri Ram Karan Sharma, District Revenue Officer, Government of Haryana, on deputation to Hindustan Petroleum Corporation Limited to perform the functions of the Competent Authority for the Mundra-Bhatinda Pipeline of Guru Gobind Singh Refineries Limited, under the said Act within the territory of State of Haryana.

[No. R-31015/5/2001 OR-II]
HARISHKUMAR, Under Secy.

नई दिल्ली, 19 दिसम्बर, 2001

का. आ. 3457.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्याक का० आ० 1404, तारीख 18 जून, 2001 द्वारा, तमिलनाडु राज्य में चेन्नई से तिरुच्चिरापल्ली से होकर मदुराई तक पेट्रोनेट सी टी एम लिमिटेड द्वारा पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 9-7-2001 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाय सभी बिल्लिंगों से मुक्त पेट्रोनेट सी टी एम लिमिटेड में निहित होगा।

अनुसूची

तालुका : तिरुवल्लूर		जिला : तिरुवल्लूर		राज्य : तमिलनाडु	
				क्षेत्रफल	
ग्राम का नाम	सर्वेक्षण सं०	उप-खण्ड सं०	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सं० 136 तोडुकाडू	99	14	0	01	75

तालुका : मदुरादगम्		जिला : कांचीपुरम्		राज्य : तमिलनाडु	
				क्षेत्रफल	
ग्राम का नाम	सर्वेक्षण सं०	उप-खण्ड सं०	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
सं० 16 चित्तामूर	93	1 ग	0	10	88

[फा. सं. आर-25011/7/2001-ओ.आर-1]

एस० चन्द्रशेखर, अवर सचिव

New Delhi, the 19th December, 2001

S. O. 3457.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1404 dated the 18th June, 2001 issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum products from Chennai to Madurai via Tiruchirapalli in the State of Tamil Nadu by Petronet CTM Limited ;

And, whereas, copies of the said gazette notifications were made available to the public from 9.7.2001.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification are hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Petronet CTM Limited, free from all encumbrances.

SCHEDULE

Taluk : Tiruvallur		District : Tiruvallur		State : Tamil Nadu	
Name of the Village	Survey no.	Sub-Division no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
No.136 THODUKADU	99	14	0	01	75

Taluk : Madurantakam		District : Kanchipuram		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
No.16.CHITHAMUR	93	1C	0	10	88	

[No. R-25011/7/2001-OR-I]
S CHANDRA SEKHAR, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2001

का. आ. 3458.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल (सी.ओ.टी.) से पंजाब राज्य में मुन्द्रा—भटिंडा पाइपलाइन से होती हुई भटिंडा तक अपरिष्कृत तेल के परिवहन के लिए गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके नीचे उक्त पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है और जिसमें उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा—भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग प्लांट, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, मगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा ;

अनुसूची

तहसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
1	कोटड़ा	167		0	11	20
		118	आस्पल्ट रोड सरकारी भूमि सा.नि.वि.	0	05	90
		117	गै.मु. गोवर सरकारी भूमि	0	36	00
		112	सरकारी भूमि औरण	0	03	00
		111	कार्ट ट्रैक कोटड़ा से मालवाडा सरकारी भूमि	0	01	00
		94		0	05	08
		80		0	02	97
		83		0	06	54
		82		0	00	10
		84		0	05	28
		85		0	04	64
		88		0	03	27
		87		0	06	50
		86		0	02	65
		72		0	11	80
		47		0	06	54
		73		0	00	10
		45		0	01	12
		46		0	06	89
		33		0	34	01
		40		0	00	10
		36		0	17	98
		37		0	05	64
		13	सुकरी नदी सरकारी भूमि	0	21	10
		12		0	23	00
		5		0	31	80
		4		0	18	00
2	धनपुरा	60		0	11	04
		45		0	00	75
		48		0	17	19
		50		0	01	20
		47		0	15	53
		42		0	14	15
		39		0	20	86
		19		0	16	45

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग मी.
	1	2	3	4		
2	घनपुरा (जारी)	20		0	00	12
		18		0	16	82
		17		0	19	66
		1		0	30	62
3	सावीधर	245		0	15	30
		243	1722	0	06	71
		243		0	01	95
		244		0	12	03
		241		0	18	48
		221		0	09	86
		223		0	06	26
		219		0	01	35
		224		0	01	96
		225		0	13	71
		226		0	13	38
		229		0	00	42
		228		0	11	62
		232		0	06	09
		215		0	18	28
		211		0	00	42
		208		0	23	42
		205		0	00	33
		207		0	14	32
		180	1708 ; सरकारी भूमि कार्ट ट्रैक	0	01	80
		180	सरकारी भूमि नहर (कैनाल)	0	04	70
		169		0	00	25
		168		0	11	85
		167		0	10	10
		166		0	05	15
		164		0	02	08
		165		0	09	08
		123		0	23	00
		120		0	00	80
		121		0	10	96
		122		0	12	60
		125		0	23	87
		115		0	13	77

तहसील : भीनमाल

जिला : जालौर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROJ क्षेत्रफल		
				हेक्टर	प्रसर	वर्ग मी.
	1	2	3	4		
3	भावीघर (जरी)	114		0	13	80
		113		0	14	79
		106		0	04	62
4	भावरडा	663		0	03	64
		658		0	04	16
		662		0	27	98
		659		0	33	64
		655		0	00	50
		654		0	45	32
		660		0	03	00
		653		0	02	56
		610	सरकारी भूमि कट टुक	0	01	32
		563		0	45	18
		555		0	02	27
		567		0	23	63
		554		0	00	67
		539		0	28	53
		541		0	06	00
		540		0	17	48
		538		0	00	76
		537		0	02	00
		536		0	24	75
		521		0	02	40
		459		0	02	67
		460		0	15	43
		461		0	17	60
		463		0	24	43
		462		0	00	50
		464		0	01	47
		247		0	02	25
		246		0	38	20
		466	सड़क सरकारी भूमि सा.नि.वि.	0	02	40
		60		0	01	28
		63		0	35	50
		67		0	07	90
		68		0	29	45
		71		0	12	90

तहसील : भीनमाल

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
4	भादरडा (जारी)	40		0	04	47
		39		0	14	79
		38		0	17	97
		37		0	00	08
		72	मूडिया रोड सरकारी भूमि सा.नि.वि.	0	02	40
		10		0	08	70
		11		0	13	55
		12		0	11	43
		13		0	10	86
		24	1074	0	01	39
		14		0	09	30
		15		0	21	60
		4		0	02	70
		2		0	30	00
5	गजीपुरा	194	सरकारी भूमि गाँवर	0	13	12
		193		0	07	10
		192		0	07	98
		190		0	05	44
		191		0	19	20
		183		0	15	50
		184		0	13	95
		185		0	11	53
		55		0	02	03
		52		0	24	65
		51		0	01	54
		25		0	00	24
		26		0	22	91
		27		0	23	57
		28		0	02	78
		19		0	00	33
		18		0	19	32
		69	सरकारी भूमि कार्ट ट्रैक	0	01	96
		141		0	09	20
		139		0	10	43
		138		0	00	90
		90		0	05	96
		91		0	09	88

तहसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	खोब का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
5	भाजीपुरा (जारी)	92		0	02	97
		88		0	00	04
		95		0	04	00
		94		0	10	30
		96		0	15	35
		97		0	01	38
		114		0	02	18
		113		0	02	88
		110		0	23	10
		109		0	09	04
		108		0	12	25
		156	सरकारी भूमि कार्ट ट्रैक	0	02	02
		486		0	00	14
		487		0	09	23
		491		0	15	64
		490		0	08	60
		492		0	14	73
		493		0	03	90
6	भीनमाल	6820		0	01	27
		6821		0	24	85
		6814		0	00	60
		6813		0	25	85
		6822		0	01	00
		6824	सरकारी भूमि	0	00	01
		6812		0	03	60
		6841		0	05	93
		6842		0	22	75
		6843	सरकारी भूमि	0	15	18
		6857		0	09	52
		6858		0	27	98
		6859		0	00	28
		6856		0	06	79
		6855		0	01	10
		6870	सरकारी भूमि कार्ट ट्रैक	0	02	17
		6877		0	02	55
		6879	सरकारी भूमि	0	10	40
		6000	सरकारी भूमि (पक्की रोड) सा.नि.वि.	0	06	44

तहसील : भीनमाल

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
6	भीनमाल	5999	सरकारी भूमि	0	00	58
	(जारी)	5998	सरकारी भूमि	0	11	00
		5979		0	08	40
		5967	7041; सरकारी भूमि	0	07	64
		5967		0	03	96
		5968		0	47	14
		5968	7040; सरकारी भूमि	0	01	56
		5969		0	34	98
		5970		0	00	62
		5973		0	09	80
		5971	सरकारी भूमि	0	18	93
		5972	सरकारी भूमि	0	00	27
		5956	सरकारी भूमि कार्ट ट्रैक	0	02	52
		5952	सरकारी भूमि	0	33	63
		5854	सरकारी भूमि (कोटड़ा) नदी	0	08	28
		5852	सरकारी भूमि	0	11	10
		5853	सरकारी भूमि	0	04	32
		5587		0	31	20
		5587	6980; सरकारी भूमि	0	17	17
		5588		0	04	00
		5586		0	05	40
		5590		0	07	40
		5591		0	16	75
		5594		0	14	90
		5598		0	09	55
		5599		0	09	90
		5558	सरकारी भूमि नदी	0	02	24
		5429		0	31	70
		5428		0	33	51
		5400		0	01	50
		5427	सरकारी भूमि	0	15	99
		5426	सरकारी भूमि	0	05	46
		5425	सरकारी भूमि	0	00	55
		5405		0	08	10
		5406		0	39	54
		5408		0	01	43
		5409		0	04	65

तहसील : भीनमाल

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
6	भीनमाल	5370		0	40	04
	(जारी)	5367		0	52	60
		5364	सरकारी भूमि कार्ट ट्रैक	0	01	03
		5304		0	28	20
		5305		0	14	63
		5339		0	02	78
		5306		0	23	78
		5307		0	07	83
		5308		0	31	11
		5311		0	07	30
		5181	सरकारी भूमि स्टेट हाइवे -31रोड सा.नि.वि.	0	05	60
		5100		0	03	24
		5098		0	16	95
		5099		0	13	20
		5092		0	62	94
		5090		0	10	86
		5088		0	05	81
		5087		0	09	36
		5082	सरकारी भूमि नाले	0	03	40
		5079	सरकारी भूमि	0	04	50
		5080		0	33	60
		5067	श्वारीवाड़ा नदी	0	13	09
		5058	सरकारी भूमि	0	07	11
		5057		0	14	51
		5059	सरकारी भूमि	0	00	12
		4994	सरकारी भूमि कार्ट ट्रैक	0	01	65
		4971		0	01	22
		4970	सरकारी भूमि कार्ट ट्रैक	0	01	60
		4969		0	18	71
		4967		0	04	65
		4966		0	26	51
		4960		0	12	80
		4852	सरकारी भूमि कार्ट ट्रैक	0	01	60
		4869		0	20	28
		4868		0	24	32
		4867		0	20	48
		4866		0	08	00

तहसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
6	भीनमाल (जारी)	4866	7023 ; नाडा सरकारी भूमि	0	15	30
		4779	सरकारी भूमि ऐलवे	0	04	18
		4778	सरकारी भूमि ऐलवे	0	03	90
		4692	सरकारी भूमि पड़त	0	06	40
		4693		0	31	98
		4707		0	34	91
		4683		0	24	30
		4684	सरकारी भूमि पड़त	0	09	01
		4681		0	08	10
		4680		0	29	16
		4679		0	37	44
		4678		0	09	04
		4721	सरकारी भूमि कार्ट ट्रैक	0	01	56
		1439		0	15	80
		1438		0	04	20
		1433		0	04	68
		1437		0	44	27
		1436		0	00	38
		1434		0	33	20
		1418		0	27	40
		1419		0	24	57
		1411		0	71	02
		1410		0	05	52
		1395		0	22	40
		1392		0	19	90
		1391	सरकारी भूमि कार्ट ट्रैक	0	02	55
		1390		0	52	25
		1375		0	28	61
7	नरता कुशलापुरा	1699		0	09	35
		1695		0	16	03
		1674		0	01	47
		1658		0	00	61
		1646		0	46	77
		1673		0	01	11
		1645		0	04	60
		1644		0	16	14
		1637		0	16	60

तहसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
7	नरला कुशलापुरा (जारी)	1555		0	13	30
		1558		0	09	70
		1559		0	09	70
		1560		0	12	90
		1561		0	07	80
		1570		0	40	40
		1566	सरकारी भूमि बाहानी ।	0	06	40
		1569		0	01	00
		1596	कार्ट ट्रैक सरकारी भूमि	0	01	60
		1468		0	28	12
		1467		0	01	03
		1440		0	49	15
		1438		0	06	00
		1437		0	00	01
		1441		0	01	00
		1444		0	00	19
		1443		0	07	51
		1442	कार्ट ट्रैक सरकारी भूमि	0	01	50
		1419		0	13	60
		1414		0	13	20
		1415		0	36	10
		1404		0	36	40
		1402		0	01	78
		1401		0	01	32
		1403		0	01	22
		1338	नदी सरकारी भूमि	0	20	05
8	चक चांदपान	315		0	51	38
		312		0	14	40
		242	कार्ट ट्रैक सरकारी भूमि	0	04	10
		189		0	06	65
		193		0	08	05
		194		0	06	30
		237		0	00	01
		238		0	12	80
		239		0	06	50
		240		0	07	15
		241		0	23	61

तहसील : भीममाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग मी.
	1	2	3	4		
8	चक चांदपान (जारी)	235		0	03	84
		227		0	24	90
		228		0	02	22
		226		0	20	38
		221		0	20	35
		219		0	14	70
		218		0	18	90
		215		0	19	90
		213		0	06	35
		212		0	15	12
		211		0	20	88
		246		0	22	11
		247		0	06	52
		248		0	01	93
		249		0	32	96
		269		0	30	85
		265		0	28	97
		264		0	00	09
		253		0	23	88
		254		0	59	48
9	खाण्डादेवल	105		0	00	37
		325	नदी सरकारी भूमि	0	15	10
		334	नहर सरकारी भूमि	0	01	20
		440		0	11	30
		439		0	25	50
		438		0	43	81
		441	कार्ट ट्रैक सरकारी भूमि	0	13	22
		462		0	01	82
		459		0	12	52
		458		0	08	73
		457		0	04	83
		456		0	26	50
		455		0	34	65
		434		0	01	00
		452		0	26	07
		451		0	15	25
		450		0	15	00

बहुसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग मी.
	1	2	3	4		
9	आण्डादेवल (जारी)	444		0	19	10
		493		0	38	90
		494		0	20	94
		496		0	11	40
		497		0	29	73
		516		0	03	60
		521	नहर सरकारी भूमि	0	01	09
		520		0	24	82
		548	कार्ट ट्रैक सरकारी भूमि	0	01	15
		794		0	06	29
		792		0	15	10
		791		0	00	86
		787		0	00	33
		790		0	04	63
		789		0	09	03
		788		0	02	72
		772		0	04	80
		773		0	09	83
		768		0	30	98
		767		0	07	06
10	नासोली	481	नदी सरकारी भूमि	1	41	65
		481	1027	0	03	71
		481	1028	0	01	29
		457		0	00	43
		458		0	09	97
		459		0	16	48
		460		0	00	92
		462		0	15	80
		467		0	10	20
		466	कार्ट ट्रैक सरकारी भूमि	0	02	00
		434		0	50	00
		433		0	00	01
		399	बाला सरकारी भूमि	0	13	00
		395		0	01	48
		389		0	38	22
		387		0	02	90
		388		0	15	90

तहसील : भीनमाल

जिला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
10	नासोली	372		0	01	80
	(जारी)	595		0	19	00
		594		0	05	70
		593		0	00	01
		596		0	19	90
		598		0	17	20
		601	गौ. मु.. बेरा	0	00	01
		603		0	01	54
		602		0	05	68
		600		0	16	90
		604		0	00	01
		607	कार्ट ट्रैक सरकारी भूमि	0	01	40
		611		0	04	14
		609		0	39	96
		608		0	02	24
		729	कार्ट ट्रैक सरकारी भूमि	0	02	00
		732	सरकारी भूमि औरण	0	00	01
		749		0	16	90
		750		0	09	00
		748		0	17	05
		747		0	32	10
		746	कार्ट ट्रैक सरकारी भूमि	0	01	60
		954	ओरण सरकारी भूमि	0	71	70
		971	कार्ट ट्रैक सरकारी भूमि	0	02	00
		317	ओरण सरकारी भूमि	0	93	80
		284	भागार सेपटा रास्ता सरकारी भूमि	0	02	00
		283	ओरण सरकारी भूमि	0	76	59
		280		0	01	26
		186		0	22	22
		187		0	18	80
		185	कार्ट ट्रैक सरकारी भूमि	0	02	20
		148		0	02	18
		149		0	12	60
		155		0	33	80
		151		0	00	64
		154		0	17	42
		153		0	12	91

तहसील : भीनमाल

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग मी.
	1	2	3	4		
10	नासोली (जारी)	160		0	12	55
		161		0	23	57
		162		0	16	62
		163		0	09	38
		164		0	04	30
		167		0	00	01
		140	कार्ट ट्रैक सरकारी भूमि	0	02	00
		115		0	02	68
		112		0	15	49
		111		0	17	55
		110		0	18	66
		109		0	00	74
		108		0	15	58
		107		0	08	95
		105		0	00	01
		106		0	29	50
		98		0	14	88
		97		0	06	40
		87	कार्ट ट्रैक सरकारी भूमि	0	05	12
		22		0	03	26
11	धानसा	1019		0	04	53
		1018		0	19	45
		1016		0	30	81
		1015		0	38	96
		1014		0	03	07
		1013		0	11	86
		1048		0	19	80
		1049		0	22	26
		1050		0	24	28
		1051		0	30	83
		1052		0	22	80
		1053		0	00	01
		1007	कार्ट ट्रैक सरकारी भूमि	0	04	50
		604		0	19	40
		605		0	17	25
		606		0	18	85
		607		0	17	40

तहसील : श्रीनमाल

जिला : जालौर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
11	धानसा	608		0	21	20
	(जारी)	642		0	25	85
		643		0	15	51
		644		0	15	59
		645		0	15	33
		646		0	00	64
		650		0	20	94
		651		0	39	04
		655		0	18	87
		654		0	08	63
		656		0	00	33
		656	3924	0	12	20
		667	कार्ट ट्रैक सरकारी भूमि	0	01	00
		677		0	09	30
		678		0	20	09
		682		0	26	60
		683		0	20	96
		684		0	18	00
		688		0	30	65
		695		0	17	25
		696		0	18	55
		699		0	13	50
		698		0	18	77
		713		0	41	90
		714	3658	0	22	30
		715		0	00	01
		718	कार्ट ट्रैक सरकारी भूमि	0	01	20
		348		0	16	65
		347		0	24	40
		719		0	01	42
		346		0	29	70
		327		0	04	32
		720		0	22	23
		324		0	08	67
		323		0	17	68
		309		0	25	13
		308		0	02	88

तहसील : भीनमाल

जिला : जालौर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	घर	वर्ग.मी.
	1	2	3	4		
11	धानसा	724		0	03	01
	(जारी)	725		0	25	20
		726		0	35	70
		747		0	31	70
		748		0	56	50
		750		0	29	95
		752		0	26	39
		751		0	01	94
		753		0	40	70
		783		0	24	20
		784		0	22	80
		787		0	16	83
		788		0	13	00
		791		0	29	18
		275	कार्ट ट्रैक सरकारी भूमि	0	10	50
		88		0	19	79
		86		0	00	20
		87	कार्ट ट्रैक सरकारी भूमि	0	00	18
		792		0	04	02
		89		0	25	90
		98	कार्ट ट्रैक सरकारी भूमि	0	01	00
		99		0	14	50
		101		0	14	60
		197		0	33	93
		195		0	00	60
		196		0	00	40
		192		0	17	99
		191		0	14	45
		183		0	51	40
		180		0	00	37
		174		0	26	73
		173		0	67	00
		266	कार्ट ट्रैक सरकारी भूमि	0	00	01
		156	कार्ट ट्रैक सरकारी भूमि	0	00	60
		152		0	76	50
		267	सरकारी भूमि बारानी ।	0	35	00
		267	4051	0	26	50

तहसील : भीनमाल

जिला : जालौर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	घरर	वर्ग.मी.
	1	2	3	4		
11	धानसा (जारी)	2117	आसफावटेड रोड सरकारी भूमि सा.नि.वि.	0	01	60
		2180		0	00	01
		2181		0	44	40
		2179	4050	0	31	13
		2210	रोड सरकारी भूमि	0	01	40
		2234	4008 ; सरकारी भूमि बारानी ।	0	01	80
		2234		0	13	70
		2235		0	16	15
		2238		0	12	98
		2239		0	17	41
		2239	4010 ; सरकारी भूमि बारानी ।	0	00	84
		2227	कार्ट ट्रैक बारानी ।	0	17	70
		2258	कार्ट ट्रैक सरकारी भूमि	0	01	00
		2360		0	03	80
		2361		0	30	42
		2362		0	32	30
		2358		0	42	00
		2359		0	00	30
		2320	सरकारी भूमि बारानी ।	0	52	30
		2331	सरकारी भूमि बारानी ।	0	24	00
		2317	कार्ट ट्रैक सरकारी भूमि	0	00	90
		2261	सरकारी भूमि पड़व	0	07	10
		2264		0	25	90
		2268	3682 ; सरकारी भूमि बारानी ।	0	23	60
		2268		0	44	90
		2271	कार्ट ट्रैक सरकारी भूमि	0	01	00
		2273	सरकारी भूमि बारानी ।	0	10	70
		2276		0	28	50
		2455	3808	0	25	50
		2455	3807 ; सरकारी भूमि गै.मु..	0	66	00
		2455	नदी सरकारी भूमि	1	94	60
		2455	3809	0	00	01
		2455	3787	0	00	37
		2898	3789	0	01	31
		2899		0	22	54
		2897		0	28	72
		2894	सरकारी भूमि बारानी ।।	0	05	28

चहुसील : भीनमाल

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
11	धानसा	2895		0	19	22
	(जारी)	2885		0	69	76
		2877	3772 ; सरकारी भूमि चाही ।।।	0	02	50
		2877		0	40	00
		2876		0	22	00
		2878		0	13	88
		2878	3731; नाडी सरकारी भूमि	0	01	12
		2869		0	31	77
		2868		0	05	43
		2906	कार्ट ट्रैक सरकारी भूमि	0	03	50
		3160		0	01	42
		2867		0	04	65
		3159		0	26	10
		3149		0	72	68
		3148		0	02	14
		3152		0	03	99
		3146		0	22	40
		3145		0	23	40
		3140	1	0	30	70
		3140	3949	0	03	20
		3131		0	28	60
		3134		0	25	20
		3062	नाडी सरकारी भूमि	0	00	01
		3063		0	00	01
		3064		0	57	60
		3057		0	31	30
		3055		0	02	00
		3056		0	31	35
		3005		0	32	50
		3006		0	20	50
		2986		0	33	50
		2985		0	45	50
		2960		0	06	90
		2965		0	12	20
		2963		0	02	08
		2964		0	12	72
		2966	3886	0	02	70

तहसील : भीनमाल

जिला : जालौर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	सर्वेक्षण नं.	हिस्सा क्रमांक	ROU क्षेत्रफल		
				हेक्टर	एयर	वर्ग.मी.
	1	2	3	4		
11	धानसा	2966		0	19	85
	(जारी)	2934		0	08	55
		2967		0	12	55

[फा. सं. आर-31015/39/2001-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 21st December, 2001

S. O. 3458.— Whereas it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra - Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) ;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person, interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Competent Authority, Shri A.R. CHAUDHARY, Mundra - Bhatinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur -342005.

SCHEDULE**Tehsil : Bhinmal****District : Jalore****State : Rajasthan**

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
1	KOTRA	167		0	11	20
		118	Asphalted Road G.L. P.W.D.	0	05	90
		117	G.M. Gauchar G.L.	0	36	00
		112	Govt. Land Oran	0	03	00
		111	CT Kotra to Malwara G.L.	0	01	00
		94		0	05	08
		80		0	02	97
		83		0	06	54
		82		0	00	10
		84		0	05	28
		85		0	04	64
		88		0	03	27
		87		0	06	50
		86		0	02	65
		72		0	11	80
		47		0	06	54
		73		0	00	10
		45		0	01	12
		46		0	06	89
		33		0	34	01
		40		0	00	10
		36		0	17	98
		37		0	05	64
		13	Sukri River G.L.	0	21	10
		12		0	23	00
		5		0	31	80
		4		0	18	00
2	DHANPURA	60		0	11	04
		45		0	00	75
		48		0	17	19
		50		0	01	20
		47		0	15	53
		42		0	14	15
		39		0	20	86
		19		0	16	45
		20		0	00	12
		18		0	16	82
		17		0	19	66
		1		0	30	62

Tehsil : Bhinmal

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
3	SAVIDHAR	245	1722	0	15	30
		243		0	06	71
		243		0	01	95
		244		0	12	03
		241		0	18	48
		221		0	09	86
		223		0	06	26
		219		0	01	35
		224		0	01	96
		225		0	13	71
		226		0	13	38
		229		0	00	42
		228		0	11	62
		232		0	06	09
		215		0	18	28
		211		0	00	42
		208		0	23	42
		205		0	00	33
		207		0	14	32
		180	1708 ; Cart track G.L. Govt. land (Canal) Nahar	0	01	80
		180		0	04	70
		169		0	00	25
		168		0	11	85
		167		0	10	10
		166		0	05	15
		164		0	02	08
		165		0	09	08
		123		0	23	00
		120		0	00	80
		121		0	10	96
		122		0	12	60
		125		0	23	87
4	BHADARDA	115		0	13	77
		114		0	13	60
		113		0	14	79
		106		0	04	62
		663		0	03	64
		658		0	04	16
		662		0	27	96
		659		0	33	64

Tehsil : Bhinmal

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
4	BHADARDA	655		0	00	50
	(Contd.)	654		0	45	32
		660		0	03	00
		653		0	02	56
		610	Cart track G.L.	0	01	32
		563		0	45	18
		555		0	02	27
		567		0	23	63
		554		0	00	67
		539		0	28	53
		541		0	06	00
		540		0	17	48
		538		0	00	76
		537		0	02	00
		536		0	24	75
		521		0	02	40
		459		0	02	67
		460		0	15	43
		461		0	17	60
		463		0	24	43
		462		0	00	50
		464		0	01	47
		247		0	02	25
		246		0	38	20
		466	Road G.L. P.W.D.	0	02	40
		60		0	01	28
		63		0	35	50
		67		0	07	90
		68		0	29	45
		71		0	12	90
		40		0	04	47
		39		0	14	79
		38		0	17	97
		37		0	00	08
		72	Metalled Road G.L. P.W.D.	0	02	40
		10		0	08	70
		11		0	13	55
		12		0	11	43
		13		0	10	86
		24	1074	0	01	39
		14		0	09	30

Tehsil : Bhinmal

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
4.	BHADARDA (contd.)	15		0	21	60
		4		0	02	70
		2		0	30	00
5	GAJIPURA	194	Govt. land (Gauchar)	0	13	12
		193		0	07	10
		192		0	07	98
		190		0	05	44
		191		0	19	20
		183		0	15	50
		184		0	13	95
		185		0	11	53
		55		0	02	03
		52		0	24	65
		51		0	01	54
		25		0	00	24
		26		0	22	91
		27		0	23	57
		28		0	02	78
		19		0	00	33
		18		0	19	32
		69	Cart track G.L.	0	01	96
		141		0	09	20
		139		0	10	43
		138		0	00	90
		90		0	05	96
		91		0	09	88
		92		0	02	97
		88		0	00	04
		95		0	04	00
		94		0	10	30
		96		0	15	35
		97		0	01	38
		114		0	02	18
		113		0	02	88
		110		0	23	10
		109		0	09	04
		108		0	12	25
		156	Cart track G.L.	0	02	02
		486		0	00	14
		487		0	09	23

Tehsil : Bhinmal

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part If Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
5	GAJIPURA (Contd.)	491		0	15	64
		490		0	08	60
		492		0	14	73
		493		0	03	90
6	BHINMAL	6820		0	01	27
		6821		0	24	85
		6814		0	00	60
		6813		0	25	85
		6822		0	01	00
		6824	Govt. Land	0	00	01
		6812		0	03	60
		6841		0	05	93
		6842		0	22	75
		6843	Govt. land	0	15	18
		6857		0	09	52
		6858		0	27	98
		6859		0	00	28
		6856		0	06	79
		6855		0	01	10
		6870	Cart track G.L.	0	02	17
		6877		0	02	55
		6879	Govt. land	0	10	40
		6000	Govt. land (Pacca Road) P.W.D.	0	06	44
		5999	Govt. land	0	00	58
		5998	Govt. land	0	11	00
		5979		0	08	40
		5967	7041; Govt. Land	0	07	64
		5967		0	03	96
		5968		0	47	14
		5968	7040 ; Govt. Land	0	01	56
		5969		0	34	98
		5970		0	00	62
		5973		0	09	80
		5971	Govt. Land	0	18	93
		5972	Govt. Land	0	00	27
		5956	Cart track G.L.	0	02	52
		5952	Govt. land	0	33	63
		5854	Govt. land (Kotra) River	0	08	28
		5852	Govt. land	0	11	10
		5853	Govt. land	0	04	32
		5587		0	31	20

Tehsil : Bhinmal

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
6	BHINMAL (Contd.)	5587	6980 ; Govt. Land	0	17	17
		5588		0	04	00
		5586		0	05	40
		5590		0	07	40
		5591		0	16	75
		5594		0	14	90
		5598		0	09	55
		5599		0	09	90
		5558	Govt. land River	0	02	24
		5429		0	31	70
		5428		0	33	51
		5400		0	01	50
		5427	Govt. land	0	15	99
		5426	Govt. land	0	05	46
		5425	Govt. land	0	00	55
		5405		0	08	10
		5406		0	39	54
		5408		0	01	43
		5409		0	04	65
		5370		0	40	04
		5367		0	52	60
		5364	Cart track G.L.	0	01	03
		5304		0	28	20
		5305		0	14	63
		5339		0	02	78
		5306		0	23	78
		5307		0	07	83
		5308		0	31	11
		5311		0	07	30
		5181	Govt. land (SH- 31 Road) P.W.D	0	05	60
		5100		0	03	24
		5098		0	16	95
		5099		0	13	20
		5092		0	62	94
		5090		0	10	86
		5088		0	05	81
		5087		0	09	36
		5082	G.M. Nala G.L.	0	03	40
		5079	G.L.	0	04	50
		5080		0	33	60

Tehsil : Bhinmal

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
6	BHINMAL (Contd.)	5067	Khariwada River	0	13	09
		5058	Govt. Land	0	07	11
		5057		0	14	51
		5059	Govt. Land	0	00	12
		4994	Cart track G.L.	0	01	65
		4971		0	01	22
		4970	Cart track G.L.	0	01	60
		4969		0	18	71
		4967		0	04	65
		4966		0	26	51
		4960		0	12	80
		4852	Cart track G.L.	0	01	60
		4869		0	20	28
		4868		0	24	32
		4867		0	20	48
		4866		0	08	00
		4866	7023 Nada G.L.	0	15	30
		4779	Govt. land (Railway)	0	04	18
		4778	Govt. land (Railway)	0	03	90
		4692	Govt. land	0	06	40
		4693		0	31	98
		4707		0	34	91
		4683		0	24	30
		4684	Govt. land	0	09	01
		4681		0	08	10
		4680		0	29	16
		4679		0	37	44
		4678		0	09	04
		4721	Cart track G.L.	0	01	56
		1439		0	15	80
		1438		0	04	20
		1433		0	04	68
		1437		0	44	27
		1436		0	00	38
		1434		0	33	20
		1418		0	27	40

Tehsil : Bhinmal

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
6	BHINMAL (Contd.)	1419		0	24	57
		1411		0	71	02
		1410		0	05	52
		1395		0	22	40
		1392		0	19	90
		1391	Cart Track G.L.	0	02	55
		1390		0	52	25
		1375		0	28	61
7	NARTA KUSHLAPURA	1699		0	09	35
		1695		0	16	03
		1674		0	01	47
		1658		0	00	61
		1646		0	46	77
		1673		0	01	11
		1645		0	04	60
		1644		0	16	14
		1637		0	16	60
		1555		0	13	30
		1558		0	09	70
		1559		0	09	70
		1560		0	12	90
		1561		0	07	80
		1570		0	40	40
		1566	G.L. B I	0	06	40
		1569		0	01	00
		1596	Cart track G.L.	0	01	60
		1468		0	28	12
		1467		0	01	03
		1440		0	49	15
		1438		0	06	00
		1437		0	00	01
		1441		0	01	00
		1444		0	00	19
		1443		0	07	51
		1442	Cart track G.L.	0	01	50

Tehsil : Bhinmal

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Sr. No.	Name of Village	Survey No.	Part If Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
7	NARTA	1419		0	13	60
	KUSHLAPURA	1414		0	13	20
	(Contd.)	1415		0	36	10
		1404		0	36	40
		1402		0	01	78
		1401		0	01	32
		1403		0	01	22
		1338	River G.L.	0	20	05
8	CHAK	315		0	51	38
	CHANDAPAN	312		0	14	40
		242	Cart track G.L.	0	04	10
		189		0	06	65
		193		0	08	05
		194		0	06	30
		237		0	00	01
		238		0	12	80
		239		0	06	50
		240		0	07	15
		241		0	23	61
		235		0	03	84
		227		0	24	90
		228		0	02	22
		226		0	20	38
		221		0	20	35
		219		0	14	70
		218		0	18	90
		215		0	19	90
		213		0	06	35
		212		0	15	12
		211		0	20	88
		246		0	22	11
		247		0	06	52
		248		0	01	93
		249		0	32	96
		269		0	30	85

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
8	CHAK - CHANDAPAN (Contd.)	265		0	28	97
		264		0	00	09
		253		0	23	88
		254		0	59	48
		105		0	00	37
9	KHANDADEWAL	325	River G.L.	0	15	10
		334	Nahar G.L.	0	01	20
		440		0	11	30
		439		0	25	50
		438		0	43	81
		441	Cart Track G.L.	0	13	22
		462		0	01	82
		459		0	12	52
		458		0	08	73
		457		0	04	83
		456		0	26	50
		455		0	34	65
		434		0	01	00
		452		0	26	07
		451		0	15	25
		450		0	15	00
		444		0	19	10
		493		0	38	90
		494		0	20	94
		496		0	11	40
		497		0	29	73
		516		0	03	60
		521	Canal G.L.	0	01	09
		520		0	24	82
		548	Cart track G.L.	0	01	15
		794		0	06	29
		792		0	15	10
		791		0	00	86
		787		0	00	33
		790		0	04	63

Tehsil : Bhinmal

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State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
9	KHANDADEWAL (Contd.)	789		0	09	03
		788		0	02	72
		772		0	04	80
		773		0	09	83
		768		0	30	98
		767		0	07	06
10	NASOLI	481	River G.L.	1	41	65
		481	1027	0	03	71
		481	1028	0	01	29
		457		0	00	43
		458		0	09	97
		459		0	16	48
		460		0	00	92
		462		0	15	80
		467		0	10	20
		466	Cart Track G.L.	0	02	00
		434		0	50	00
		433		0	00	01
		399	Bala G.L.	0	13	00
		395		0	01	48
		389		0	38	22
		387		0	02	90
		388		0	15	90
		372		0	01	80
		595		0	19	00
		594		0	05	70
		593		0	00	01
		596		0	19	90
		598		0	17	20
		601	Bera	0	00	01
		603		0	01	54
		602		0	05	68
		600		0	16	90
		604		0	00	01
		607	Cart Track G.L.	0	01	40

Tehsil : Bhinmal

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
10	NASOLI	611		0	04	14
	(Contd.)	609		0	39	96
		608		0	02	24
		729	Cart track G.L.	0	02	00
		732	Oran G.L.	0	00	01
		749		0	16	90
		750		0	09	00
		748		0	17	05
		747		0	32	10
		746	Cart track G.L.	0	01	60
		954	Oran G.L.	0	71	70
		971	Cart Track G.L.	0	02	00
		317	Oran G.L.	0	93	80
		284	Bhagar Septa Road G.L.	0	02	00
		283	Oran G.L.	0	76	59
		280		0	01	26
		186		0	22	22
		187		0	18	80
		185	Cart track G.L.	0	02	20
		148		0	02	18
		149		0	12	60
		155		0	33	80
		151		0	00	64
		154		0	17	42
		153		0	12	91
		160		0	12	55
		161		0	23	57
		162		0	16	62
		163		0	09	38
		164		0	04	30
		167		0	00	01
		140	Cart track G.L.	0	02	00
		115		0	02	68
		112		0	15	49
		111		0	17	55

Tehsil : Bhinmal**District : Jalore****State : Rajasthan**

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
10	NASOLI (Contd.)	110		0	18	66
		109		0	00	74
		108		0	15	58
		107		0	08	95
		105		0	00	01
		106		0	29	50
		98		0	14	88
		97		0	06	40
		87	Cart Track G.L.	0	05	12
		22		0	03	26
11	DHANSA	1019		0	04	53
		1018		0	19	45
		1016		0	30	81
		1015		0	38	96
		1014		0	03	07
		1013		0	11	86
		1048		0	19	80
		1049		0	22	26
		1050		0	24	28
		1051		0	30	83
		1052		0	22	80
		1053		0	00	01
		1007	Cart Track G.L.	0	04	50
		604		0	19	40
		605		0	17	25
		606		0	18	85
		607		0	17	40
		608		0	21	20
		642		0	25	85
		643		0	15	51
		644		0	15	59
		645		0	15	33
		646		0	00	64
		650		0	20	94
		651		0	39	04

Tehsil : Bhinmal

District : Jalore

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
11	DHANSA	655		0	18	87
	(Contd.)	654		0	08	63
		656		0	00	33
		656	3924	0	12	20
		667	Cart Track G.L.	0	01	00
		677		0	09	30
		678		0	20	09
		682		0	26	60
		683		0	20	96
		684		0	18	00
		688		0	30	65
		695		0	17	25
		696		0	18	55
		699		0	13	50
		698		0	18	77
		713		0	41	90
		714	3658	0	22	30
		715		0	00	01
		718	Cart Track G.L.	0	01	20
		348		0	16	65
		347		0	24	40
		719		0	01	42
		346		0	29	70
		327		0	04	32
		720		0	22	23
		324		0	08	67
		323		0	17	68
		309		0	25	13
		308		0	02	88
		724		0	03	01
		725		0	25	20
		726		0	35	70
		747		0	31	70
		748		0	56	50
		750		0	29	95

Tehsil : Bhinmal

District : Jalore

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
11	DHANSA	752		0	26	39
	(Contd.)	751		0	01	94
		753		0	40	70
		783		0	24	20
		784		0	22	80
		787		0	16	83
		788		0	13	00
		791		0	29	18
		275	Cart Track G.L.	0	10	50
		88		0	19	79
		86		0	00	20
		87	Cart Track G.L.	0	00	18
		792		0	04	02
		89		0	25	90
		98	Cart Track G.L.	0	01	00
		99		0	14	50
		101		0	14	60
		197		0	33	93
		195		0	00	60
		196		0	00	40
		192		0	17	99
		191		0	14	45
		183		0	51	40
		180		0	00	37
		174		0	26	73
		173		0	67	00
		266	Cart Track G.L.	0	00	01
		156	Cart Track G.L.	0	00	60
		152		0	76	50
		267	G.L. B I	0	35	00
		267	4051	0	26	50
		2117	Asphalted Road G.L. P.W.D.	0	01	60
		2180		0	00	01
		2181		0	44	40
		2179	4050	0	31	13

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District : Jalore

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Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
11	DHANSA	2210	Cart Track G.L.	0	01	40
	(Contd.)	2234	4008 ; G.L. BI	0	01	80
		2234		0	13	70
		2235		0	16	15
		2238		0	12	98
		2239		0	17	41
		2239	4010 ; G.L. BI	0	00	84
		2227	G.L. BI	0	17	70
		2258	Cart Track G.L.	0	01	00
		2360		0	03	80
		2361		0	30	42
		2362		0	32	30
		2358		0	42	00
		2359		0	00	80
		2320	G.L. BI	0	52	30
		2331	G.L. BI	0	24	00
		2317	Cart Track G.L.	0	00	90
		2261	G.L. Padat	0	07	10
		2264		0	25	90
		2268	3682 ; G.L. BI	0	23	60
		2268		0	44	90
		2271	Cart Track G.L.	0	01	00
		2273	G.L. BI	0	10	70
		2276		0	28	50
		2455	3808	0	25	50
		2455	3807 ; G.L. G.M.	0	66	00
		2455	River G.L.	1	94	60
		2455	3809	0	00	01
		2455	3787	0	00	37
		2898	3789	0	01	31
		2899		0	22	54
		2897		0	28	72
		2894	G.L. B II	0	05	28
		2895		0	19	22
		2885		0	69	76

Tehsil : Bhinmal**District : Jalore****State : Rajasthan**

Sr. No.	Name of Village	Survey No.	Part if Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
11	DHANSA (Contd.)	2877	3772 ; G.L. Chahi III	0	02	50
		2877		0	40	00
		2876		0	22	00
		2878		0	13	88
		2878	3731; Nadi G.L.	0	01	12
		2869		0	31	77
		2868		0	05	43
		2906	Cart Track G.L.	0	03	50
		3160		0	01	42
		2867		0	04	65
		3159		0	26	10
		3149		0	72	68
		3148		0	02	14
		3152		0	03	99
		3146		0	22	40
		3145		0	23	40
		3140	1	0	30	70
		3140	3949	0	03	20
		3131		0	28	60
		3134		0	25	20
		3062	Nada G.L.	0	00	01
		3063		0	00	01
		3064		0	57	60
		3057		0	31	30
		3055		0	02	00
		3056		0	31	35
		3005		0	32	50
		3006		0	20	50
		2986		0	33	50
		2985		0	45	50
		2960		0	06	90
		2965		0	12	20
		2963		0	02	08
		2964		0	12	72
		2966	3886	0	02	70
		2966		0	19	85
		2934		0	08	55
		2967		0	12	55

[No. R-31015/39/2001 OR-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय.

नई दिल्ली, 22 नवम्बर, 2001

का. आ. 3459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेट्रोल बैंक ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[नं. एल-12011/85/99-आई. आर. (बी-II)]

मी. गंगाधरण, अव्वर सचिव

MINISTRY OF LABOUR

New Delhi, the 22nd November, 2001

S.O. 3459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 22-11-2001.

[No. L-12011/85/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 24th October, 2001

PRESENT:

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 300/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 324/99) (In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Smt. Baby Kala and the Management of Central Bank of India, Chennai.)

BETWEEN

The General Secretary,
Central Bank of India Staff Union : I Party/Claimant.

AND

The Assistant General Manager,
Central Bank of India : II Party/Management.

APPEARANCE:

For the Claimant : M/s. K. M. Ramesh, K. Viswanathan and A.N. Kumar, Advocates.

For the Management : M/s. T. S. Gopalan and Co. Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12011/85/99/IR(B-II) dated 30-11-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 324/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this

3771 GI/2001—10.

Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 300/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 13-2-2001. On receipt of notice from this Tribunal, the counsel on either side present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 8-10-2001, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the Management of Central Bank of India is justified in not empanelling Mrs. Baby Kala, Telex Operator for the post of Computer Terminal Operator? If so, to what relief the workman is entitled to?"

2. The industrial dispute has been raised by the Central Bank of India Staff Union by its General Secretary espousing the cause of the workman Smt. N. Baby Kala, mentioning that the action of the management of Central Bank of India in not giving Computer Terminal Operator post to the concerned workman w.e.f. 1-3-1997 is unjustified and demanding the II Party/Management to give that post to the concerned workman w.e.f. 1-3-1997 and to grant her monetary benefits of allowance till she was actually given that post on 21-11-1997.

3. The averments in the Claim Statement of the I Party/Claimant/Central Bank of India Staff Union are briefly as follows :—

Smt. N. Baby Kala, the concerned workman had joined the service of the II Party/Management/Central Bank of India (hereinafter refers to as Respondent) on 17-4-1978. The concerned workman appeared for Computer Terminal Operator selection process conducted by the Respondent/Bank on 30-3-1996 and found successful in the said process. The selection process is based on the performance of the candidate in the aptitude test. She was empanelled for Computer Terminal Operator by a list dated 6-2-1997 at Sl. No. 66. The Chennai Region of the Respondent/Bank was giving Computer Terminal Operator posting as per seniority of empanelment as per the rules set out in the Chennai Regional Office circular dated 30-3-1996. In the said Circular, it is stated in the 4th paragraph that "the posting of successful candidates will be made on regional basis in accordance with their seniority and availability of vacancy". The circular was followed upto a particular point of time. The empanelled candidates were awaiting orders as per the seniority for posting as Computer Terminal Operator. While so, the Respondent/Bank came forward with a circular dated 5-2-1997, redesignating the Telex Operators who have been operating PC based telex machine on permanent basis as Computer Terminal Operators w.e.f. 1-3-97. In view of that circular, the juniors to the concerned workman Smt. N. Baby Kala were posted as Computer Terminal Operators. Mrs. Sandhya in Sl. No. 67 and Mr. Rajan in Sl. No. 77 and Mr. Seshadri, who was not at all in the list empanelled were posted as Computer Terminal Operators. The circular issued by the Central Office dated 5-2-1997 cannot be sustained as it does not stand to any reason or basis. The action of the Respondent in posting persons worked in PC based Telex as Computer Terminal Operator overlooking the seniority of empanelment is against the very circular issued by the Respondent/Bank earlier, when it conducted the selection process for Computer Terminal Operator. The Respondent/Bank after announcing a particular mode for selection of Computer Terminal Operator assuring to the aspirants that upon their selection they would be empanelled and posted as Computer Terminal Operator as per their ranking in the seniority, cannot be allowed to go back on the said commitment without any rhyme or reason. The difference in working in

manual or PC based telex is nothing but arbitrary and unreasonable. It is not for the employee to choose the machine and the employees have to work on the machine provided by the bank. Hence, the question of working in a particular machine for getting Computer Terminal Operator without any regard for seniority is wholly unreasonable and arbitrary. If the bank wanted to attach weightage for PC based telex operators and to promote them to Computer Terminal Operators, it should have made known its intention at the earliest, so as to enable the senior telex operators to opt for PC based telex operator post to get the posting as Computer Terminal Operator. It is not open to the bank to give the post of Computer Terminal Operator, an allowance carrying post to juniors and raw hands, when seniors who are working as Telex Operators for years together are waiting in the empanelled list. The Petitioner Union protested against the action of the bank in its letter dated 22-10-1997 addressed to the Regional Manager of the Respondent Bank. The concerned workman has also made a representation on 25-6-1997 to the Regional Manager of the Respondent Bank. However, the Respondent Bank had not chosen to give any reply and deliberately kept silent. The Respondent Bank has been favouring the members of AIBEA Union and is adopting step motherly attitude towards the members of the Petitioner Union. This is nothing but gross discrimination and unfair labour practice. The Petitioner Union raised an industrial dispute before the Assistant Labour Commissioner (Central) by its letter dated 2-1-1998. During the course of conciliation proceedings, the Respondent Bank adopted a stiff attitude and was not willing for a negotiated settlement. The Conciliation Officer was therefore, left with no alternative but to close the conciliation proceedings and reported failure of conciliation talks to the Govt. of India. This reference has been made by the Govt. of India to this Hon'ble Tribunal for adjudication. The grievance of the Petitioner Union is that even after the empanelment, the said Smt. N. Baby Kala had not been given posting as Computer Terminal Operator when her turn came, due to the sudden change in the decision of the Respondent Bank in posting Computer Terminal Operator from among the employees who had worked in PC based telex machines notwithstanding the fact whether such employee is junior or senior. The attitude of the Respondent in giving posting as Computer Terminal Operator to juniors to the concerned workman is arbitrary and discriminatory.

4. The General Secretary of the I Party Union has filed an affidavit with an additional plea stating that Smt. N. Baby Kala was working in non-business office at Chennai which was fully computerised long back. Several vacancies were existing for Computer Terminal Operator in the said non-business office. Notwithstanding the vacancies, she was not given posting as Computer Terminal Operator on 1-3-1997. Instead of giving the post of Computer Terminal Operator on 1-3-1997, Smt. N. Baby Kala was made to continue as Telex Operator and officiating as Encode Operator till November, 1997. Then by an order dated 18-11-97, Smt. N. Baby Kala was transferred to Nungambakkam branch and was given the post of Computer Terminal Operator. Thus, the said Smt. N. Baby Kala had been deliberately denied the post of Computer Terminal Operator till November, 1997 even though there existed vacancy in non-business office. Even otherwise, there existed several vacancies of Computer Terminal Operator in various branches of the II Party/Management in the city of Madras. The said Smt. N. Baby Kala ought to have been given the post of Computer Terminal Operator in any one of the branches in the city on and from 1-3-1997, when her juniors were given the said post of Computer Terminal Operator. The I Party Union submits that Smt. N. Baby Kala who is a member of the I Party/Union is not willing to give up her monetary claim of allowance w.e.f. 1-3-1997. This Hon'ble Tribunal may be pleased to hold that the action of the II Party/Management in not giving the post of Computer Terminal Operator to the concerned workman Smt. N. Baby Kala w.e.f. 1-3-97 is not justified and to direct the II Party/Management to give her the monetary benefits of allowance, till she was actually given the post of Computer Terminal Operator on 21-11-97.

5. The averments in the Counter Statement of the II Party/Management are briefly as follows :-

The II Party/Management (hereinafter refers to as Respondent) had recognised the All India Central Bank Employees'

Federation as bargaining agent to represent its workman. To the knowledge of the Respondent, the Petitioner Union does not command membership from among a substantial section of the workmen of the Respondent Bank. As the issue referred to adjudication can only form subject matter of an industrial dispute under Section 2(k) of the Industrial Disputes Act, 1947, the Petitioner Union is bound to prove its representative character as well as its authority and competence to raise the dispute. The Petitioner Union is also put to strict proof that a substantial section of the Workman of the Respondent have decided to take up the cause of the concerned workman and authorised it to raise the dispute.

All India Central Bank Employees Federation represents the award staff and concludes settlements governing their wages, allowances and other service conditions. On 20-12-75, the Respondent and the federation concluded a settlement on promotion policy for Award staff. This settlement was modified and amended pursuant to subsequent settlements made between the Respondent and the Federation. One such settlement dated 20-10-87, inter-alia, dealt with the procedure for selection of clerical staff for the post of 'Advanced Ledger Posting Machines/Advanced Electronic Accounting Machine Operators. These operators were entitled to special allowance attached to the post. By an industry-wide settlement dated 29-10-93, it was agreed to introduce computerisation in the banks covered by the settlement. In the Respondent's Bank an agreement was entered into between the bank and Federation which dealt with the selection procedure for Computer Terminal Operator by which it was agreed that as and when the need arises for selection of Computer Terminal Operator, applications should be called for from willing staff working in the Region and they will be subject to aptitude test. After pre-test training and as and when they are selected they will be given job training for 6 days before giving posting as Computer Terminal Operator on a permanent basis. ALP machines and AEAR machines were upgraded as a computer machines. Hence, the settlement dated 29-9-95 provided for re-designation of existing ALP/AEAR operators as Computer Terminal Operators. Telex machines were provided in many of their branches for the purpose of communication and in the process of computerisation of bank operations in zonal/main/big branches, the above machines were upgraded as computer operated machines, instead of ordinary telex machines. As the employees operating this computer based telex machine were virtually operating the computers, the Federation demanded that all the computer based telex machine operators should also be designated as Computer Terminal Operators. This issue figured in the discussion with Federation on 23-4-96 and the bank agreed in principle to consider the demand. Based on the agreement reached in the discussion on 5-2-97, the Central Office of Respondent Bank issued a circular conveying the decision that all the existing Telex Operators who have been operating the PC based telex machine on permanent basis shall be redesignated as Computer Terminal Operators w.e.f. 1-3-97. Pursuant to this Circular, Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas, who were working on computer based telex machine in Chennai Zonal Office and Main Office were redesignated as PC based telex operators. Smt. N. Baby Kala was then working as a Telex Operator at non-business office at Chennai and therefore, she could not be redesignated as Computer Terminal Operator. In 1996, for certain vacancies in the post of Computer Terminal Operator willing staff were invited and they were called for aptitude test and training. Smt. Baby Kala appeared for the test and she was selected and empanelled for the post of Computer Terminal Operator. When she was appointed as a Computer Terminal Operator w.e.f. 21-11-97, she was working as Computer Terminal Operator and was drawing the allowance applicable to that category. In March, 1997 Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas were working as PC telex machine operators. In terms of the understanding with the Federation, they were redesignated as Computer Terminal Operators. They were not appointed against the posts of Computer Terminal Operators. Hence, at that time, Smt. N. Baby Kala could not be considered for the post of Computer Terminal Operator. The action of the Respondent is perfectly justified. In the matter of filling up of vacancies of Computer Terminal Operators, her turn came only in November, 1997 and she was then appointed as Computer Terminal Operator. Circular dated 5-2-97 only envisaged upgrading the employees who were working as computer based telex operators as Computer Terminal Operators. Their job was upgraded. Therefore, there is no comparison between Smt. N. Baby Kala

and Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas who were working as PC based telex operators. In the year 1996, certain vacancies were identified and candidates were called for aptitude test. 77 candidates including Smt. N. Baby Kala appeared for the test. All the 77 candidates including Smt. N. Baby Kala passed the aptitude test and all of them were empanelled. After giving posting for candidates who were above Smt. N. Baby Kala in the panel list, she was appointed for the vacancy which arose in November, 1997. She could not be considered for the post in March, 1997 and she cannot claim parity with Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas. There is no justification in the claim of the Petitioner Union. The Hon'ble Tribunal may be pleased to make an award rejecting the claim of the Petitioner Union.

6. When the matter was taken up for enquiry before this Tribunal, documents filed on either side have been marked with the consent of the counsel on either side as Ex. W1 to W6 and M1 to M11. No one has been examined as a witness on either side. The learned counsel on either side have advanced their respective arguments.

7. The point for my consideration, as the actual dispute between the parties as per their respective pleas, is—

"Whether the Management of Central Bank of India is justified in not giving Mrs. Baby Kala, the post of Telex Operator w.e.f. 01-03-1997? If not, to what relief the concerned workman is entitled?"

Point :—

This dispute has been raised by the Central Bank of India Staff Union, Chennai espousing the cause of the workman said to be a member of that Union Smt. N. Baby Kala, who was employed as Telex Operator in non-business office in Chennai Region. The Respondent/Bank has raised an objection for the Petitioner Union raising this industrial dispute on behalf of the concerned workman, has stated in their Counter Statement that the Petitioner Union does not command membership from among the substantial section of the workmen of the Respondent/Bank and that the Petitioner Union is bound to prove its representative character as well as the authority and competence to raise this dispute and that the Petitioner Union has to prove that the substantial section of the workmen of the Respondent/Bank have decided to take up the cause of the concerned workman and authorised it to raise this dispute and that they have to prove that they have got authority and competence to raise this dispute. The Petitioner Union has not chosen to file any reply statement as an answer to the objection raised by the Respondent/Bank questioning their representative character as well as their authority and competence to raise this dispute. They have not let in any evidence to prove that the substantial section of the workmen of the Respondent/Bank have decided to take up the cause of the concerned workman and authorised the Petitioner Union to raise this dispute by filing any authenticative document. It is not disputed that All India Central Bank Employees Federation represents the Award Staff and concludes settlements governing their wages, allowances and other service conditions. Under such circumstances, the objections raised by the Respondent/Bank in their Counter Statement in this regard is sustainable.

8. It is not disputed that the Settlement dated 20-10-87, inter-alia, dealt with the procedure for selection of clerical staff for the post of 'Advanced Ledger Posting Machines/Advanced Electronic Accounting Machine Operators entered into agreement between the Respondent/Bank Management and All India Central Bank Employees Federation representing the Award Staff of the Respondent/Bank. It is also not disputed that these operators are entitled to special allowance attached to the post. In pursuance to the introduction of computerisation in the banks, it is alleged by the Respondent/Bank in their Counter Statement that an agreement was entered into between the bank and the Federation, which dealt with the selection procedure for Computer Terminal Operator and thereby it was agreed that as and when the need arises for selection of Computer Terminal Operator, applications should be called for from willing staff working in the Region and they will be subject to aptitude test and that after pre-test training and as and when they are selected they will be given job training for days before giving posting as Computer Terminal Operator on a permanent basis and that ALP machines and AEAR machines were upgraded as a computer machines and that the settlement dated 29-9-95 provided for re-

designation of existing ALP/AEAR operators as Computer Terminal Operators. These allegations had not been denied or disputed by the Petitioner Union. Ex. M3 is the xerox copy of the extract of Memorandum of Settlement dated 29-10-93 between the managements of 58 banks as represented by the Indian Banks Association and Workmen as represented by the All India Bank Employees Association. It is the settlement between the Bank Management and the association of the employees of the bank in respect of computerisation and mechanisation in banks. Ex. M4 is the xerox copy of the Circular dated 29-9-95, extract of Memorandum of Agreement on selection of Computer Terminal Operators. It is seen from the extract dated 29-9-95 that there is a provision for redesignation of existing ALPM/AEAM operators as Computer Terminal Operators, which reads as follows :—

"It has been further decided that all the existing ALPM/AEAM operators shall be redesignated as Computer Terminal Operators and the relevant allowance as prescribed under Bipartite Settlement from time to time shall be paid to such redesignated operators w.e.f. 01-10-1995."

It is further stated in that Settlement that the candidates selected for the post of ALPM/AEAM Operators and are empanelled at present under clause 23.9 shall be deemed to be empanelled for the post of Computer Terminal Operator and shall be posted in such vacancies falling due during the period of the currency of the list. It is clarified that after exhausting the list of panel of computer operators, if any, only the posting will be made from the panel of ALPM/AEAM operators. Provided, however, that there is no option to these empanelled candidates to seek posting as ALPM operators and accordingly in case any empanelled candidate is unwilling to be posted as Computer Terminal Operator then it shall be deemed of having refused for such posting and their names shall be deleted from the list. These processes in that Settlement dated 29-9-95 have not been disputed by the Petitioner Union. From all these things, it is seen that the post of Computer Terminal Operator were created only on the demand made by the federation. Further, it is seen that the bank itself is not doing anything of its own.

9. It is admitted that in 1996 for certain vacancies for the post of Computer Terminal Operator, candidates were called for aptitude test and training and the concerned employee Smt. Baby Kala appeared for the test and she was selected and empanelled for the post of Computer Terminal Operator and she was appointed as Computer Terminal Operator w.e.f. 21-11-1997 and that she has been drawing allowances applicable to that category. It is also admitted in March, 1997 Smt. Sandhya, Sri Rajan and Sri Seshadri Srinivas were working in PC telex machines and in terms of the understanding with the Federation, they were redesignated as Computer Terminal Operators. It is the contention of the Respondent/Bank that they were not appointed against the posts of Computer Terminal Operators. Hence, at that time, Smt. Baby Kala could not be considered for the post of Computer Terminal Operator and the action of the Respondent is perfectly justified. It is further contended in the Counter Statement of the Respondent that Mrs. Baby Kala was empanelled for the post of Computer Terminal Operator in 1996 but in the matter of filling up of vacancy of Computer Terminal Operators, her turn came only in November, 1997 and she was then appointed as Computer Terminal Operator. Ex. W1 is the Xerox copy of the Circular dated 6-2-97 issued by the Respondent/Bank enclosing a list of empanelled Computer Terminal Operators according to seniority. In this list of seniority, the concerned workman Smt. Baby Kala, Telex Operator has been placed under Serial Number 66, while Smt. V. N. Sandhya, Telex Operator in Zonal Office, Madras has been placed under Sl. No. 67 below the concerned employee Smt. Baby Kala, that one Mr. Rajan, Telex Operator in the Madras Main Office has been placed under Sl. No. 77. It is also not disputed that one Mr. Seshadri Srinivas was not at all in the panel. Therefore they were not posted as the selected people in the vacancy of permanent Computer Terminal Operators. It is contended by the learned counsel for the Respondent that the Circular dated 5-2-97 only envisaged upgrading the employees who were working as computer based telex operators as Computer Terminal Operators. Their job was upgraded. So, there cannot be any comparison between Smt. Baby Kala and Smt. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas and at that time of redesignation, they were working as PC based telex operators and it is not a

promotion or appointment for a post of Computer Terminal Operators. But it is only redesignation as per the demand of Federation. Further, it is stated that the bank is not at all against Mrs. Baby Kala and favourable to others. The Petitioner Union is not objecting to the bank's decision of redesignation of the post of Advanced Ledger Posting Machine and Advanced Electronic Accounting Machine Operators as Computer Terminal Operators as per the demand made by the Federation. The Petitioner Union is making a demand that the Telex Operators also have to be redesignated as Computer Terminal Operators. But to that extent, no settlement has been arrived at between the Respondent Banks and the Federation. It is clearly pleaded in the Counter Statement in para 4 and 6 of the Respondent bank that Telex machines were provided in many of their branches for the purpose of communication and in the process of computerisation of bank operations in Zonal/Main/Big branches. The above machines were upgraded as computer operated machines instead of ordinary telex machines. As the employees operating the computer based telex machines were virtually operating the computers, the Federation demanded that all the computer based telex machine operators should also be designated as Computer Terminal Operators and the bank agreed in principle to consider the demand in the discussion with the Federation on 23-2-96. Finally, the bank agreed to accede to the demand based on the agreement reached in the discussion on 15-2-97. The Central Office of the Respondent/Bank issued the circular conveying the decision that all the existing Telex Operators who have been operating PC based Telex machines on permanent basis shall be redesignated as Computer Terminal Operators w.e.f. 1-3-97. It is further contended in the Counter Statement of the Respondent that it was pursuant to this Circular Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas, who were working on computer based telex machines in Chennai Zonal Office and Chennai Main Office were redesignated as PC telex operators and Smt. N. Baby Kala was then working as Telex Operator in non-business office, Chennai and therefore, she could not be redesignated as Computer Terminal Operator. From all these things, it is seen that the people who were in panel are eligible to get Computer Terminal Operator post as and when posts are created and according to their turn. Ex. M8, M9 and M10 are three memorandums dated 22-5-97 issued by the Respondent/Bank for the redesignation of the post of Telex Operator as Computer Terminal Operator in respect of Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas respectively w.e.f. 1-3-97. Ex. M11 is the xerox copy of the memorandum dated 18-11-97 posting Smt N. Baby Kala, Telex Operator as Computer Terminal Operator with effect from 21-11-1997. From these three exhibits, it is seen that Mrs. Sandhya was working as Telex Operator at Zonal Office, Chennai, while the other two Mr. R. Rajan and Mr. Seshadri Srinivas were working as Telex Operators at the Madras Main Branch of the Respondent/Bank. From Ex. M11 it is seen that when Smt. N. Baby Kala was posted as Computer Terminal Operator to Nungambakkam branch w.e.f. 21-11-97 she was working as a Telex Operator at non-business office, Chennai as operator of non-computerised telex machine. Ex. M5 is the xerox copy of the minutes of joint discussion held at the Central Office with All India Central Bank Employees Federation on 22nd and 23rd April, 1996. Under issue No. 58 in respect of special allowance for PC based telex operators, the Management has agreed in principle to pay Computer Terminal Operator allowances and will work out the modalities for the same. Accordingly, it is seen that in 1997 the empanelment has been made. Ex. M8 is the circular dated 5-2-97 issued by the Central Office of the Respondent/Bank to all Zonal Offices, and in the said circular in paras 2, 3 and 4 it is mentioned what all agreed in the joint discussions made in April, 1996 in the minutes under Ex. M5 were given effect in that Circular dated 5-2-97. It is stated in para 3 as follows :—

"It has accordingly been decided that all the existing Telex Operators who have been operating the PC based telex machines on permanent basis shall be redesignated as Computer Terminal Operators with effect from 1-3-1997 and the relevant quantum of allowance as prescribed under Bipartite Settlement shall be paid to such redesignated operators from the above said date."

It is not the case of the Petitioner Union that when one such settlement has been arrived at between the Respondent/Bank and All India Central Bank Employees Federation for

redesignating the post of PC based Telex Operators as Computer Terminal Operators, it was agreed that operators of manual telex system should be given preference as per their seniority in empanelment for posting as Computer Terminal Operators to those persons who have been operating the PC based telex machines on permanent basis. From all these things it is seen that Smt. N. Baby Kala could not be considered for the post in March, 1997 and she cannot claim partly with Mrs. Sandhya, Mr. Rajan and Mr. Seshadri Srinivas and there is no justification in the claim of the Petitioner Union as contended by the Respondent/Bank in their Counter Statement. From the above factual aspects it can be concluded that the action of the II Party/Management in not giving the post of Computer Terminal Operator to the concerned workman Smt. N. Baby Kala w.e.f. 1-3-1997 is justified. Hence, the direction prayed for by the Petitioner Union cannot be given to the II Party/Management to grant the concerned workman monetary benefits of allowances from 1-3-97 till she had been given the post of Computer Terminal Operator on 21-11-1997. Thus, the issue is answered accordingly.

10. In the result, an Award is passed rejecting the claim made by the Petitioner Union on behalf of the employee Smt. N. Baby Kala against the Respondent/Management of Central Bank of India. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th October, 2001.)

K KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party/Claimant :

- | Ex. No. | Date | Description. |
|---------|----------|--|
| W1 | 6-2-97 | Xerox copy of the circular No. PRS; 2688 issued by the Respondent/Management. |
| W2 | 25-6-97 | Xerox copy of the letter from the concerned workman to the Management. |
| W3 | 22-10-97 | Xerox copy of the letter from the Petitioner Union to the Respondent/Management. |
| W4 | 2-1-98 | Xerox copy of the letter from the Petitioner Union to Assistant Labour Commissioner (Central). |
| W5 | 30-4-98 | Xerox copy of the letter from the Management to Assistant Labour Commissioner (Central) |
| W6 | 30-3-96 | Xerox copy of the Circular issued by the Regional Manager to all branches in Madras Region regarding selection process for computer operators. |

For the II Party/Management :

- | Ex. No. | Date | Description |
|---------|----------|--|
| M1 | 20-3-88 | Xerox copy of the circular enclosing Memorandum of Agreement as amended upto 29-2-1988. |
| M2 | 20-10-87 | Xerox copy of the extract of settlement dated 20-10-87. |
| M3 | 29-10-93 | Xerox copy of the extract of Memorandum of Settlement. |
| M4 | 29-9-95 | Xerox copy of the circular enclosing extract of Memorandum of Agreement on selection of Computer Terminal Operator. |
| M5 | 30-7-96 | Xerox copy of the circular enclosing minutes of Joint discussion held with AICBEF and Respondent on 22/23-4-96. |
| M6 | 5-2-97 | Xerox copy of the Circular regarding Computer Terminal Operator—PC based telex operator issued by Respondent. |
| M7 | 11-3-97 | Xerox copy of the circular to Regional Manager regarding Computer Terminal Operator—PC based telex operator and redesignation as Computer Terminal Operator w.e.f. 1-3-97. |

- M8 22-5-97 Xerox copy of the memorandum—redesignating Mrs. Sandhya, Telex Operator as Computer Terminal Operator w.e.f. 1-3-97.
- M9 22-5-97 Xerox copy of the memorandum—redesignating Mr. Rajan, Telex Operator as Computer Terminal Operator w.e.f. 1-3-97.
- M10 22-5-97 Xerox copy of the memorandum—redesignating Mr. Seshadri, Telex Operator as Computer Terminal Operator w.e.f. 1-3-97.
- M11 18-11-97 Xerox copy of the memorandum posting of Smt. N. Baby Kala Telex Operator as Computer Terminal Operator w.e.f. 21-11-97.

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3460:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनियन बैंक ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/धर्म न्यायालय, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2001 को प्राप्त हुआ था।

[सं.एल-12013/56/98-आई.आर. (बी II)]

सी. गंगधरण, अवसर सचिव

New Delhi, the 23rd November, 2001

S.O. 3460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 23-11-2001.

[No. L-12013/56/98-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Presiding Officer : Rudresh Kumar.

ADJUDICATION

I. D. NO. : 99/2000 (Kanpur No. 16/99)

Ref. No. L-12013/56/98/IR(B-II) Dated 22-1-1999

BETWEEN

The State Vice President,
Union Bank Staff Association,
3/192, Viram Khand
Gomti Nagar
Lucknow (espousing cause of R.P. Agarwal)

AND

The General Manager
Union Bank of India,
Zonal Office, Sharda Tower,
IInd Floor, Kapoorthala Complex,
Aliganj,
Lucknow.

AWARD

By order No. L-12013/56/98/IR(B-II) dated 22-1-1999, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of I.D. Act, 1947 (14 of 1947) referred

this industrial dispute between the State Vice President, Union Bank Staff Association, Lucknow and The General Manager, Union Bank of India, Lucknow to the CGIT-cum-Labour Court, Kanpur for adjudication. Later, this dispute was transferred to this Tribunal for adjudication.

The reference is produced as under :

"Whether the action of the Management of Union Bank of India in allegedly denying the officiating on the post of Spl. Head Cashier, Cat. E/C and Asstt. Head Cashier to Shri R.P. Agarwal, Clerk/Typist for the period from 22-7-95 is legal and justified? If not, to what relief the said workman is entitled?"

2. R. P. Agarwal (hereinafter to be referred as 'workman') was appointed in the Union Bank of India in clerical cadre designated as 'Clerk-cum-Typist'. This post falls in the general clerical side by virtue of the nature of employment. At the relevant period i.e. 1996 and 1997, the workman was posted in Moradabad (main) branch. The service conditions of the workmen of the bank are governed by the provisions of Shastri Award, Desai Award and also by various Bipartite Settlements. The management of the bank entered into a settlement with the majority union of the workmen, viz. All India Union Bank Employees Association, on 10-10-92 and codified policy of promotion to the officer cadre and higher assignments in the same cadre. This settlement was registered under the provisions of the Industrial Dispute Act, 1947 and was circulated vide staff circular No. 3913 dated 23-10-92 and is popularly known as 'promotion policy'. According to the workman, the said promotion policy entitled him for temporary officiation on the posts of Telex operator, Asstt. Head Cashier, Head Cashier, category 'C', Head Cashier Category 'E' and Special Assistant on simple seniority basis. He was extended benefits from time to time, but all of a sudden, the management of the bank imposed illegal bar on him to officiate higher posts except that of Telex Operator, without any cause of action and that against the approved norms of the promotion policy. By virtue of his being senior-most in general clerical cadre, he was entitled to officiation on the posts of Special Assistant on 9-6-1997, Head Cashier Category 'E' for 24 days, Head Cashier Category 'C' for 11 days and Asstt. Head Cashier for 108 days. The details of the period are given in para 9 of the statement of claim.

3. In short; the case of the workman, is, that he was illegally treated in Telex Operator cadre to deny his legal claim though he was in general clerical cadre. On this assumption, the management denied him officiation on the various posts mentioned above which resulted into pecuniary loss to him as the higher assignment posts carried allowances. The post of the Telex Operator enjoyed less special allowance in comparison to other posts. Being senior most he was entitled to assignments on posts carrying higher special allowances, but the management, treating him, as Telex Operator did not consider him, thus, he was put to loss. Accordingly, the workman seeks reimbursement of the losses suffered by him.

4. The management plea, is, that the workman R.P. Agarwal was not working in general banking side and so was ineligible to special allowances and other corresponding benefits admissible to the posts of Special Assistant, Head Cashier category C/E and Asstt. Head Cashier. He was a Telex Operator and was paid special allowance admissible to the said post. The policy followed in the bank requires a Telex Operator to work on the same post for a period of 3 years and thereafter to be considered conversion in general banking. After having worked for two years in general banking he becomes entitled to attracting higher assignment in permanent/temporary basis. Since the workman was a Telex Operator and the requirement as aforesaid was not fulfilled in his case, he was not entitled to the posts of Special Assistant, Head Cashier category C/E and Asstt. Head Cashier. In addition, the management has raised a number of legal objections in entertaining the present petition, the reference being bad in law, this tribunal lacks jurisdiction and also terming non-existence of any industrial dispute.

5. As regards the legal objections, materials have not been placed by the management to justify the objections and so it is held that legal objections regarding jurisdiction of the Tribunal, existence of the industrial dispute and validity of the reference are not sustainable and are rejected.

6. Coming to the facts, it is to be assessed whether R.P. Agarwal was a Telex Operator, having no lien in the general banking side which dis-qualified him to the post of higher assignments with special allowances. In this context it is also relevant to consider whether a temporary assignment to the post of Telex Operator could justify his non consideration to the higher assignment posts namely; Special Assistant, Head Cashier category C|E and Asstt. Head Cashier.

7. The parties adduced oral and documentary evidence to substantiate their respective versions. In the present case, oral evidence is not very material as right to the post carrying special allowances depended on the seniority of the workman and the management has not disputed that R.P. Agarwal was not senior most and was not eligible otherwise, except that he was not in general banking side. The denial of the claim rested on the premise that he belonged to Telex Operator cadre, a distinct cadre. This fact is disputed by the workman. In para 10 of the rejoinder it is specifically mentioned that the workman R.P. Agarwal was recruited by the bank as clerk/typist and was senior most clerk/typist of the branch. He was given higher assignment of Telex Operator in terms of the provisions contained in promotion policy agreement. He was never appointed as pure Telex Operator by the bank. In this context reliance have been pleaded on clause 1(iii)(b) of Bipartite Settlement dated 31-10-1979 which states that, the entrustment of duties attracting special allowance will not amount to granting of an additional designation, and Clause 12 Annexure 1 of Bipartite Settlements dated 17-9-1984 which reads that a employee who is assigned special allowance duties must, subject to availability of time also perform routine duties of his cadre.

8. The substance of the case advanced by the workman is that in view of his recruitment in general clerical side, he derived lien in the said cadre. Assignment of duties as a Telex Operator would have no effect in changing his cadre. He continued to be in general clerical side despite discharging the duties of Telex Operator.

9. There is no material on record to give inference that the workman sought merger in the cadre of Telex Operator or the management on its own ever considered change of cadre in his case. Nothing is mentioned in the written statement to indicate that duties in higher assignment posts would have effect in changing the cadre. Viewed so, R.P. Agarwal who undisputedly was selected in general banking side remained a member of this cadre and was not a member of the Telex Operator cadre. Had he been a member of the Telex Operator cadre he could not have been assigned duties of the Telex Operator on the basis of his seniority. Thus, from the evidence on record, it is proved that R.P. Agarwal continued to be the member of general clerical cadre without any break, despite assignment of special duties to the posts of Telex Operator.

10. It is to be born in mind that the higher assignment posts i.e., Special Asstt., Head Cashier category C|E and Asstt. Head Cashier were given on the basis of seniority. No where it is pleaded by the management that the workman was not senior most or otherwise dis entitled to the said post, except that he was not a member of the general banking side of clerical cadre and so not covered by the policy on higher assignments.

11. The memorandum of settlement dated 10-10-1992 between the management of Union Bank of India and the All India Union Bank Employees Association (AIUBEA) regarding the higher assignments in clerical cadre under Section 2(o) and Section 18(1) of the I.D. Act, 1947 read with Rule 58 of the Industrial Dispute (Central) Rules, 1957 deals with higher assignments on permanent as well temporary basis. The case of R.P. Agarwal is in regard to higher assignment duties on temporary basis. Clause (a) of the said memorandum defines "higher assignment" and (b) the "seniority". It has been held earlier that R. P. Agarwal was a member of general clerical cadre of the bank and the provisions of the memorandum are applicable in his case. Chapter X of the Memorandum deals with higher assignment of duties on temporary basis. Clause 10.1 states that higher assignment of all duties in clerical cadre on temporary basis will be made on branch wise simple seniority. Clause 10.2 provides that the vacancies attracting special

allowances occurring on temporary basis even for a single day shall be filled in on the basis of simple seniority of the employee working at the branch. It further provides, if during the period of temporary assignment a senior employee was earlier not available for performing that duties, subsequently becomes available for such duties, such senior employee will be assigned the duties and the junior employee will cease to perform such temporary duties. A combined perusal of clause 10.1 and 10.2 leaves no doubt, that seniority in the branch, unless barred otherwise, is the only criteria for allotting higher assignment carrying special allowance. Clause 10.4 deals with vacancies of Telex Operator on temporary basis which provides that such vacancies shall be filled in on the basis of simple seniority from the Typist-cum-Clerk. R. P. Agarwal was initially recruited as Typist-cum-Clerk and he was temporarily assigned duties of Telex Operator. The management did not file any evidence to show that his assignment as Telex Operator was on permanent basis though he continued for a long period. Mere working for a long period on temporary basis, without there being absorption in the said cadre, will not take away right to higher assignment treating him in the cadre of Telex Operators. Any change of cadre must be specific by order of the management either on the option of the workman or otherwise permissible under the rules. In the present case, R.P. Agarwal did not opt for absorption against the post of Telex Operator. He was given this assignment on basis of simple seniority. A conjoint reading of clauses 10.1, 10.2 and 10.4 establish case of the workman to higher assignments despite his continued working as Telex Operator.

12. The management, no doubt, is entitled to place an employee on any higher assignment but not to his pecuniary disadvantage. In the present case, evidence has not been given that the workman was dis-qualified for higher assignment or he was not senior most in the branch to hold the post of higher assignment viz; Special Assistant, Head Cashier category "C|E" and Asstt. Head Cashier. The workman was not denied post of higher assignment, as Telex Operator with less special allowance on the basis of his seniority in clerical cadre in comparison to other higher assignment posts. Had he been treated in clerical cadre, he should have been assigned posts carrying higher special allowance. As said earlier, the workman though holding the post of Telex Operator, was entitled to the post of Special Assistant, Head Cashier category "C|E" and Asstt. Head Cashier, which carried more special allowances. His entitlement to the higher allowance on the said posts, less paid as Telex Operator, can not be denied to him.

13. Accordingly, the workman is entitled to difference of the special allowance as Special Assistant for one day i.e. 9-6-1997, Head Cashier category E for 24 days i.e. 8-2-1997 to 10-2-1997, 17-5-1997 to 19-5-1997 and 7-6-1997 to 24-6-1997 and further as Head Cashier category C for 11 days from 5-2-1997 to 7-2-1997, 11-2-1997 to 13-2-1997, 4-3-1997 to 5-3-1997 and 20-3-1997 to 22-3-1997. He is also entitled to difference of special allowance as Asstt. Head Cashier for 108 days i.e. 23-7-1996, 26-7-1996, 30-7-1996 to 31-7-1996, 27-8-1997, 23-10-1996, 4-11-1996, 6-11-1996 to 7-11-1996, 14-11-1996 to 5-11-1996, 3-2-1997 to 4-2-1997, 14-2-1997 to 3-3-1997, 6-3-1997 to 19-3-1997, 24-3-1997 to 19-4-1997, 1-5-1997 to 16-5-1997, 20-5-1997 to 31-5-1997 and 25-6-1997 to 2-7-1997.

14. Thus, in the facts and circumstances of the case, the workman was entitled to higher assignments as Special Assistant, Head Cashier category "C|E" and Asstt. Head Cashier, carrying more special allowance, and so is entitled to difference, deducting special allowance paid as Telex Operator. The management is required to pay difference of allowances within a period of three months from the date of notification of the award, failing which the workman, R.P. Agarwal will be entitled to interest @12 per cent till the actual date of payment.

15. Award as above.

LUCKNOW

20-11-2001.

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2001

का.आ. 3461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध निवाजकों और उनके कर्मचारों के बीच, अनुबंध में निबिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय, भुवनेश्वर के पंचाट को प्रकणित करती है, जो केन्द्रीय सरकार को 28-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/350/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th November, 2001

S.O. 3461.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 28-11-2001.

[No. L-12012/350:97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS
(Sr. Branch),
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 179/2001

Date of Conclusion of hearing—7th November, 2001

Date of Passing Award—22nd November, 2001

BETWEEN

The Management of The Asst. General Manager,
Allahabad Bank,
Regional Office,
15-C, Bapuji Nagar,
Bhubaneswar.

.... 1st Party Management

AND

Their Workman, represented through the
General Secretary,
Orissa State Allahabad Bank Employees Union,
C/o Allahabad Bank,
Old Station Square Branch,
Bhubaneswar-751006.

.... 2nd Party-Union

APPEARANCES :

Shri V. N. Rai,
Dy. General Manager,
Regional Office,
Bhubaneswar.

.... For the 1st Party-
Management.

Shri Ganesh Kumar Pradhan,
General Secretary of the Union.

.... For the 2nd Party-
Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/350:97-IR (B-II), dated 27-07-1998 :

"Whether the refusal of the management of Allahabad Bank to re-fix the scale of pay of Shri S. C. Das taking into account his Daftary Allowance is justified and proper? If not, to what relief the said workman is entitled?"

2. The parties to the disputes are the General Secretary, Orissa State Allahabad Bank Employees Union (hereinafter called as the 2nd Party) and the Assistant General Manager, Allahabad Bank, (hereinafter called as the 1st Party). The dispute has been raised at the instance of the 2nd Party Union. In the Claim Statement the pleadings of the 2nd Party-Union are as follows.

3. That, one Shri S. C. Das, joined under the 1st Party-Management as a subordinate staff on 18-6-1976. He was subsequently promoted to the clerical cadre on 29-9-1984. While working as subordinate staff he was drawing Daftary allowance. After his promotion to the clerical cadre, when the pay fixation was made, Daftary allowance was not taken into consideration. One Shri Niranjana Samal who had joined under the 1st Party-Management on 9-8-1976 as a subordinate staff was promoted to clerical cadre on 4-10-1983 and while fixing his pay the Daftary allowance drawn by him was taken into consideration. The representation of Shri S. C. Das was not considered, so a dispute was raised and after failure of the reconciliation the pre-set reference has been made. The prayer has been made for re-fixation of scale of pay of Shri S. C. Das with retrospective effect by taking into consideration his Daftary allowance of sub-staff period as done in the case of Shri Niranjana Samal, with further prayer for payment of all arrear amounts with interest at the rate of 12 per cent per annum.

4. The 1st Party-Management has filed their Written Statement. According to the 1st Party-Management that the present reference is not maintainable as the promotion to the clerical cadre, has been made in terms of the provision laid down in the rules for promotion formulated in terms of Memorandum of Settlement, dtd. 22-1-1983 and the promotion of Shri Das has effected in terms of the aforesaid Memorandum of Settlement. According to the 1st Party-Management, Shri Das is estopped from raising a dispute, which is violative of the provisions of the Industrial Dispute Act in face of the settlement made between the 1st Party-Management and the majority Union of the Bank. It has been further pleaded by the 1st Party-Management that Shri Das was drawing the allowance purely on temporary basis before his promotion. Since the said allowance was not permanent in nature and was not paid through pay role, the said allowance was not taken into consideration while making fitment on promotion strictly as per the provisions of the Memorandum of Settlement, dated 22-1-1983. It has been clarified that, Shri Samal was drawing the allowance permanently so that was taken into consideration. So they have prayed that the Tribunal should answer the reference in favour of the 1st Party-Management, recording the findings that the reference is not maintainable and Shri Das is not entitled to get any relief.

5. On the above pleadings of the parties the following Issues have been settled.

1. Whether the refusal of the Management of Allahabad Bank to re-fix the scale of pay of Shri S. C. Das taking into account his Daftary Allowance is justified and proper? If not, to what relief the said workman is entitled?

2. Whether the reference is maintainable?

No oral evidence has been adduced on behalf of the parties. Both the parties have relied on the documents filed in this case.

FINDINGS

ISSUE NO. I

6. Before expressing any findings in respect of this Issue some admitted facts may be pointed out here. When a sub-staff is promoted to the Post of Clerical cadre at the time of fixation of the pay a sum of Rs. 20 will be added to the total emoluments such as basic pay, special pay drawn on permanent basis, dearness allowance. City compensatory allowance, house rent allowance only where admissible payable to a subordinate staff immediately before his promotion to the non-subordinate staff cadre and thereafter, his basic

salary in the later cadre will be fitted at a stage equal to or next above whereby his total emoluments as a subordinate staff are not only protected but also protect the minimum benefit of Rs. 20. In this case, the 2nd Party-Workman was appointed as a clerk but he was being paid Daftry allowance for doing the work of Daftry. One Niranjana Samal was appointed as sub-staff i.e. Peon-cum-Farash and was also drawing Daftry allowance since his joining. When he got promotion to the post of clerical cadre the allowance paid to him as Daftry allowance was taken into consideration for fixation of his pay.

7. The grievance of the 2nd Party-Workman is that, Shri Niranjana Samal and he was standing on the same footing. He (2nd Party-Workman) has received the Daftry allowance like Shri Niranjana Samal. When he got promotion to the clerical cadre the 1st Party-Management has refused to take into consideration of Daftry allowance, though they have taken the same allowance to the zone of the consideration in the case of Niranjana Samal. The above facts have not been disputed by the 1st Party-Management. The 1st Party-Management has tried to distinguish the case of Shri Samal from the case of the 2nd Party-Workman on the ground that Shri Samal was being paid Daftry allowance permanently whereas the 2nd Party-Workman was being paid temporarily. To support this they have contended that Shri Samal was paid Daftry allowance brought pay role whereas the 2nd Party-Workman was paid Daftry allowance through voucher. So according to the 1st Party-Management the payment, which is being made through pay role is a permanent allowance and the payment, which has been made through voucher is a temporary allowance. After hearing both the parties I am not inclined to agree with the submission made on behalf of the 1st Party-Management. Both Shri Samal and the 2nd Party-Workman are standing on the same footing. It is immaterial how the amount has been paid to both of them. The source of the payment is same and the allowance, paid to both the parties are also same. In the case of Shri Samal the payment has been made through pay role whereas in the case of the 2nd Party-Workman the payment has been made through vouchers. In my opinion, this situation will not suggest that because payment made through voucher is a temporary allowance and payment made through pay role will be treated as permanent allowance. During course of argument, it has been submitted on behalf of the 1st Party-Management that the 2nd Party-Workman was not paid the allowance when he remained on leave. So that could suggest that the allowance was being paid for the work done. On the other hand it has been submitted on behalf of the 2nd Party-Workman that even he does not work on Sunday he has been paid the Daftry allowance. No materials have been placed before the Tribunal that, the 2nd Party-Workman was only receiving the Daftry allowance on the day he attends the work of Daftry. Rather the 2nd Party-Workman has made out a case that he was paid Daftry allowance since the date of his joining till the date of his promotion. So when a co-worker working in the same organization has availed the opportunity there should not be any discrimination. The records filed by the parties reveals that Shri Samal is still enjoying the facilities i.e. the Daftry allowance has been taken into consideration while fixing his pay on his promotion inspite of protest made by the 2nd Party. The 1st Party-Management has tried to distinguish the case of the 2nd Party-Workman on the ground that, the allowance was not permanent allowance. I do not understand in which way the Daftry allowance paid to Shri Samal was a permanent allowance, when, Shri Samal was not appointed as a Daftry. He was appointed like the 2nd Party-Workman. He was being paid Daftry allowance like the 2nd Party. Shri Samal was promoted and the Daftry allowance was taken into consideration but when the 2nd Party-Workman has got promotion he has been refused. In my opinion the action of the 1st Party-Management in refusing to take the Daftry allowance into consideration at the time of fixation of pay of the 2nd Party-Workman is not legal and justified.

8. In view of my above findings the fixation of the pay of the 2nd Party-Workman is to be made with retrospective effect by taking into consideration of his Daftry allowance of sub-staff tenure as in the case of Shri Niranjana Samal the 1st Party-Management is to make payment of all arrear amounts to the 2nd Party-Workman.

ISSUE NO. II

9. When a proper procedure has not been followed by the 1st Party-Management in fixing the pay of a workman like the 2nd Party, there exists an Industrial Dispute and it is maintainable. This issue is answered accordingly.

10. Reference is answered accordingly.
Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2001

का. आ. 3462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/23/98-आई. आर. (बी-II)]

सो. गंगाधरण, अवसर सचिव

New Delhi, the 28th November, 2001

S.O. 3462.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 28-11-2001.

[No. L-12012/23/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch)
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE N
191/2001

Date of concluding of the hearing

7th November, 2001

Date of Passing Award 20th November, 2001

BETWEEN :

The Management of the Regional Manager,
Indian Bank, Regional Office, 117/118,
Station Square, Bhubaneswar.

1st Party-Management.

AND

Their Workmen, Shri Paradeshi Bhaina,
S/o. Basu Bhaina, Khairamala,
Via. Manamunda, Dist. Boudh, Orissa.

.. 2nd Party-Workman.

APPEARANCES :

Shri M. D. Mallick, Manager, (Staff).

.. For the 1st Party-Management.

Shri Jagdish Chandra Jena,

General Secretary. .. For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/23/98-IR(E-II), dated 14-12-1998 :—

“Whether the duties of water boy and sweeper can be equated with the duties of sub-staff in Indian Bank? If yes, whether the disputant is entitled for empanelment as per the Para-3 of the Bank Circular PL No. 99/92-93, dt. 12-6-92? If not, to what relief the said workman is entitled?”

2. The Claimant (herein-after called as the 2nd Party) has filed his Claim Statement wherein it has been pleaded that he was working on casual basis against the leave vacancy of permanent sub-staff of Manamunda Branch of Indian Bank, Boudh (herein-after called as the 1st Party) from 27-1-1988 and continued to work till 14-11-1995 with all sincerity. But his service was terminated from 15-11-1995 without any notice or payment of compensation in lieu thereof violating Section 25 F of the Industrial Dispute Act. He made a representation but could not get any reply, though there was a circular to absorb the 2nd Party-workman who has worked 90 to 150 days in between 1-1-1982 to 31-12-1989. The 1st Party-Management kept in darkness about this circular for which he could not apply. When this fact came to his notice he made representation. As his representation did not find favour of the 1st Party-Management, he raised a dispute and after failure of the reconciliation, the reference has been made.

3771 GI/2001—11.

3. The 1st Party-Management has filed their Written Statement denying the pleadings of the 2nd Party-Workman that he had worked in the leave vacancy of the permanent sub-staff. It has also been denied that, the 2nd Party-Workman has never worked for 90 to 150 days during the period from 1-1-1982 to 31-12-1989. It has been pleaded by the 1st Party-Management that, the 2nd Party-Workman was initially engaged by the Contractor to operate the generator of the Bank for temporary period on casual basis and thereafter his services was utilized as a sweeper and water boy for sprinkling of water in Khas-Khas Lawn in summer days. Further case of the 1st Party-Management is that when the circular was issued by the Bank for absorption the casual 2nd Party-Workman had not completed 90 to 150 days in between 1-1-1982 to 31-12-1989. The 2nd Party-Workman did not make any application and so his name could not be taken into the zone of consideration. It has been further pleaded that the post of sweeper and waterman does not come under the category of sub-staff.

4. Both the parties have not adduced any oral evidence. They have relied on the document, which has been exhibited in this case on admission. The following points are determined for consideration.

1. Whether the duties of water boy and sweeper can be equated with the duties of sub-staff in Indian Bank?
2. Whether the disputant is entitled for empanelment as per the Para-3 of the Bank Circular PL No. 99/92-93, dtd. 12-6-1992?
3. If not, to what relief the said workman is entitled?

Before giving any findings it may be stated here that, in the Claim Statement the 2nd Party-Workman has prayed for reinstatement with full back wages with continuance in service. But the reference has been made by the Government of India to answer whether the 2nd Party-Workman is entitled for empanelment with other relief. So in that case, this Tribunal would confine his findings according to the schedule of the reference. On the other words the question of prayer of the 2nd Party-Workman for reinstatement can not be considered. During course of the argument the representative appearing on behalf of the 2nd Party-Workman has also conceded to it.

5. As regards Point No. 1, it is submitted on behalf of the 1st Party-Management that the post of part time sweeper and part time peon can not be treated as sub-staff. As per the Sastri Award, Clause-129 and Clause-169 prescribes the post, which was come under the sub-staff. This Sastri Award has not been disputed by the 1st Party-Management. Reference has been made to answer, whether the duties of water boy and sweeper can be equated with the duties of sub-staff. The question of part time water boy and part time sweeper does not arise. As per Clause-169 of the Sastri Award, Annexure-I ordinary peons, watermen, water boys, maids, coolies come under the category of subordinate staff. So, this Tribunal can safely answer that the duties of water boy and sweeper can be equated with the duties of sub-staff.

6. Coming on the second point the utilization of service of the 2nd Party-Workman by the 1st Party-Management has not been denied. The list of the work done by the 2nd Party-Workman, which has been exhibited in this case as Ext-I has not been challenged by the 1st Party-Management by producing any other documentary evidence to disbelieve the case of the 2nd Party-Workman that, he has not worked 90 to 150 days in between 1-1-1982 to 31-12-1989. So the submission made on behalf of the 1st Party-Management that the 2nd Party-Workman has not worked for 90 to 150 days can not be accepted. I find much force in the contention made on behalf of the 1st Party-Management that, the 2nd Party-Workman has not applied for the post, when the circular was issued (Ext-A) to make application for absorption who had worked for 90 to 150 days in between 1-1-1982 to 31-12-1989. The representative appearing on behalf of the 2nd Party-Workman has fairly conceded that no such application has been made by the 2nd Party-Workman as he was not intimated by the Bank under which he was working, that such a circular has been received by them and he can make application. Admittedly, the circular has been sent to all the branches. There was no public advertisement. The 2nd Party-Workman who belongs to a remote area being an illiterate it is quite possible that he could not know about the advertisement unless he could be informed. When he had worked in the Bank for a long period, the authority of the Bank should have taken care to intimate him (2nd Party-Work-

man) to make such an application when, the service of the 2nd Party-Workman was utilized on casual basis by the Bank. The 2nd Party-Workman made a representation when he came to know about the circular. So in that case I am of the opinion that the claim of the 2nd Party-Workman can not be turned down on the ground that he did not make any application. Moreover, he has not prayed for the permanent job immediately. His only prayer is to empanel him for a future vacancy. In that case I am of the opinion, that no administrative inconvenience will be caused to the 1st Party-Management if the name of the 2nd Party-Workman (Shri Paradeshi Phanna) is empanelled for a future vacancy. When the 2nd Party-Workman has discharged his duties honestly, with all sincerity and his services has been utilized by the Bank, his name is required to be empanelled in the post of sub-staff for future vacancy.

7. As regards to Point No. 3 no findings is necessary.

8. Reference is answered accordingly.

Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2001

का.आ. 3463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार नियत ईश्वरेश कम्पनी के प्रबंधन के संबंध तिथि-जहाँ और उनके कार्यकर्ता के बीच, पारंपरिक रिप्रेजेंटेटिव औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचात की प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2001 को प्राप्त हुआ था।

[J. एन-17012/13/79-टीआरडी(ए)]

एन-17012/19/79-टीआरडी(ए)]

एन-17012/6/80-टीआरडी(ए)]

सी. गंगधरन, अवर सचिव

New Delhi, the 28th November, 2001

S.O. 3463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of National Insurance Company and their workman, which was received by the Central Government on 28-11-2001.

[No. L-17012/13/79-D IV(A)]

L-17012/19/79-D IV(A)]

L-17012/6/80-DIV(A)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL
NADU CHENNAI

Thursday, the 11th day of October, 2001

PRESENT :

Thiru S.R. Singharavelu, B.Sc. B.L., Industrial Tribunal
Industrial Dispute Nos. 17 of 1980, 32 of 1980 and 49 of
1980

(In the matter of the dispute for adjudication under Section
10(1)(d) of the Industrial Disputes Act, 1947 between the
Workmen and the Management of National Insurance Com-
pany, Chennai/Fire and United General Insurance Company
Ltd., Chennai).

In I.D. No. 17 of 1980

BETWEEN

The Workmen represented by
The General Secretary,
General Insurance Employees' (Southern Zone)
Flat No. 22, Agurchand Mansion,
No. 35, Anna Salai,
Chennai-600 003.

AND

The Regional Manager,
National Insurance Company,
No. 153, Mount Road, Chennai-600002.

REFERENCE :

Order No. L-17012/13/79-D. IV(A), dated 23-2-1980,
Ministry of Labour, Government of India, New
Delhi.

In I.D. No. 32 of 1980

BETWEEN

The Workmen represented by
The General Secretary,
The General Insurance Employees' Union,
Southern Zone, Flat No. 22,
Agurchand Mansion,
35, Anna Salai, Mount Road,
Chennai-600 002.

AND

The Manager,
The Oriental Fire and General Insurance Co. Ltd.,
United India Fire Building,
F.B. No. 1877, Chennai 600001.

REFERENCE :

Order No. L-17012/19/79-D. IV(A), dated 17-5-1980,
Ministry of Labour, Government of India, New Delhi.

In I.D. No 49 of 1980

The workmen represented by
The General Secretary,
General Insurance Employees' Union
Flat No 22, Agurchand Mension,
152, Anna Salai, Chennai-600002.

AND

The Regional Manager,
National Insurance Company Limited,
Mount Road, Chennai-600002.

REFERENCE :

Order No. L-17012/6-80-D. IV(A), dated 6-8-1980,
Ministry of Labour, Government of India, New Delhi.

These disputes coming on for final hearing on Wednesday,
the 3rd day of October, 2001, upon perusing the reference,

Claim and Counter statements and all other material papers
on record and upon hearing the arguments of Tvl. R. Sura-
vanarayanan and V. Shreeksumar, authorised representatives
for the workmen and of Thiru S. Jayaraman, Advocate
appearing for the Management in all the disputes and these
dispute; having stood over till this day for consideration,
this Tribunal made the following :

AWARD

The Govt. of India has referred the following issue for
adjudication by this Tribunal :

In I.D. No. 17/80 :

"Whether the action of the Management of National
Insurance Company Ltd, Madras in not recategoris-
ing the undermentioned workmen to higher cadre
is justified? If not to what relief are the concerned
workmen entitled?"

Sl. No.	Name	Designation
1.	Shri T. A. Krishnamoorthy	Sr. Assistant
2.	Shri C. Krishnan	"
3.	Shri R. Ramanathan	"
4.	Shri T. M. Govindarajulu	"
5.	Shri A. P. Svedhera Prabhu	"
6.	Shri G. Sivasubramanian	Assistant
7.	Shri P. D. Padmarabhan	"
8.	Shri S. Juvakkaman	"
9.	Shri N. Ramamurthy	"
10.	Shri K. Pothambaram	"
11.	Shri A. K. Venkatarathnam	"
12.	Shri J. Radhakrishnan	"
13.	Shri A. V. D'Suza	"(Officiating)
14.	Shri P. Lokiah	" "

In I.D. No. 49/80 :

"Whether the action of the Management of the Oriental
Fire and General Insurance Co. Ltd., Madras in not
recategorising the undermentioned workmen is justi-
fied? If not to what relief are the concerned work-
men entitled?"

Sl. No.	Name	Designation
1.	Shri S. P. Mothi	Assistant
2.	Shri C. J. Gaudhi	Assistant
3.	Shri N. Venkateshkrishnan Rao	"
4.	Shri P. R. Rajaram	"
5.	Shri P. D. Benjamin	"
6.	Shri S. Sankaramoorthi	"
7.	Shri M. Thangaswami	"
8.	Shri M. K. Saah	"
9.	Shri S. Duraiswami	"
10.	Shri R. Srinivasan	"
11.	Shri J. Ambrose	"
12.	Shri P. R. K. Pasickar	Senior Asst. Sub staff
13.	Shri S. Narayanaswami	"
14.	Shri D. Parasuraman	"
15.	Shri T. K. Balasubramanian	Assistant.

In I.D. No. 49/80:

"Whether the action of the management of National Insurance Company Limited, Calcutta 700071 in re-categorising Shri C. R. Mane, Assistant as Record Keeper is justified? If not to what relief is the concerned workman entitled and from which date?"

2. The main averments found in the Claim Statement of I.D. Nos. 17/80 and 32/80 are as follows :

The Respondent is a Nationalised company having Divisional Offices and Branch Offices all over India. The General Insurance Business was brought under Social Control by the Government of India, Ministry of Finance for streamlining the functioning of the Industry. Subsequently the General Insurance was nationalised under the provisions of the General Insurance Business Nationalisation Act, 1972 (Central Act 57 of 1972). Immediately after the nationalisation of General Insurance Business, the service conditions of employees was brought under one Scheme called the General Insurance (Rationalisation and Revision of Pay Scales and other conditions of service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974 came into effect on 27th May, 1974. As per the Scheme the Custodian who was in-charge of National Insurance Company Limited was directed to categorise the employees on the basis of the provision of the scheme who in turn appointed a Committee called 'Categorisation Committee' to go into details of the employees' Bio-Data written by the Chief Officials of the erstwhile units, which were amalgamated with National Insurance Company Limited. Since the categorisation of employees was not properly done by the 'National Management', Union took up the matter and a dispute was raised. The Management of National Insurance Company was directed to review the cases of aggrieved employees. With the result the Labour Department made a reference to the Finance Department to receive appeals. The guidelines for categorising the employees are as follows :

The Government of India has framed a scheme called General Insurance (Rationalisation and Revision of Pay Scale and other condition of service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. The said scheme was extended to:

- (i) who were confirmed whole time employee on the 31st day of December, 1972 of any of the Indian Insurance Companies.
- (ii) Who were confirmed whole time employees on the 31st day of December, 1972 and who had become employees of an Indian Insurance Company in terms of Sub Section 1 of Section 7.
- (iii) Who were temporary whole time employees of any of the Indian Insurance Companies or any existing insurer other than an Indian Insurance Company are confirmed before the commencement of this scheme.

The employees shall be categorised into the appropriate categories on the basis of their substantive positions and nature of work as on the 1st day of January, 1973. The grades in a company are to be classified into the following groups :

- (i) Supervisory grades and
- (ii) Non-supervisory Clerical grades.

For the purpose of categorisation of employees as Senior Assistants, they further sub divided the companies with Grades into :

- (i) Companies having one non-supervisory Clerical grade,
- (ii) Companies having two non-supervisory Clerical Grades;
- (iii) Companies having more than one or two non-supervisory Clerical grades.

In the case of companies having only one Clerical grade, the employees would be considered as eligible to be categorised as 'Senior Assistant' on the basis of length or service as Clerk or Assistant. On the basis of the above said guidelines, the

categorisation of employees should have been done by National Insurance Company Limited. Accordingly by and large the Subsidiaries have followed the following methods while processing categorisation :

- (i) For the purpose of categorisation the comparison was made within the same units of equal position.
- (ii) Outside the units comparison of equal position within the Company i.e. National Insurance Company Limited.
- (iii) Comparison of equal position outside the company i.e. with other subsidiaries.

As the said appeals from the employees were not considered favourably by the Review Committee, again the Union raised Industrial Dispute with the Assistant Labour Commissioner (C) II, Madras on 20th December, 1978 on which the present Order of Reference before the Hon'ble Industrial Tribunal. For the reasons stated, it is prayed that this Tribunal may be pleased to issue appropriate instructions or orders calling upon the management of National Insurance Company to categorise the aggrieved employees from 1-1-1973 in the appropriate category and pay the dues forthwith.

3. The averments found in the Claim Statement of I.D. No. 49/80 is as follows :

The Petitioner is the General Insurance Employees' Union, Southern Zone as affiliated of General Insurance Employees' All India Association (Bombay), are representing the General Insurance Employees working in four subsidiaries viz. (1) National Insurance Company Limited, (2) New India Assurance Company Limited (3) Oriental Fire and General Insurance Company Limited and (4) United India Insurance Company Limited with an apex body, viz. General Insurance Corporation of India at Bombay, the petitioner represents the employees of the Four Southern States viz. Andhra Pradesh, Karnataka, Kerala, Tamil Nadu and Union Territory of Pondicherry. The dispute on fixation of the employee Shri C.R. Mane working in National Insurance Company Limited, Branch office at Belgaum was raised and pursued by the petitioner union with the Management. Hence this reference is before the Industrial Tribunal, Madras. The respondent is a Nationalised Company having Divisional Offices and Branch Offices all over India. Subsequently, the General Insurance was nationalised under the provisions of the General Insurance Business Nationalisation Act, 1972 (Central Act 57 of 1972). Immediately after the Nationalisation of General Insurance Business, the service conditions of employees was brought under one scheme called the General Insurance (Rationalisation and Revision of Pay scales and other conditions of service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974 came into effect on and from 27th May, 1974. As per the scheme the custodian who was in-charge of National Insurance Company Limited was directed to categorise the employees and Shri C.R. Mane was categorised as assistant based on the functions performed by him. It is submitted that it can be evidently proved that Shri C. R. Mane was performing the duty of an 'Assistant', as he was sent by erstwhile unit; Ruby General Insurance Company Limited to their Hubli office to take charge from Sri M.V. Muchandi who was then in-charge of the branch. Since the fixation of employee Sri C. R. Mane in the grade of Assistant was not done by the National Management, in spite of he being categorised as Assistant, the Union took up the matter and when the efforts became futile the dispute was raised with the Assistant Labour Commissioner (C) Bellary. The Assistant Labour Commissioner was satisfied with the arguments advanced by the Union substantiating with the documentary evidences. Assistant Labour Commissioner also felt that Sri C. R. Mane, having performed the duties of an Assistant prior to implementation of the Scheme and confirmed by the Custodian as Assistant of the Company placed at the branch office at Belgaum, he was not fitted in the grade of Assistant which was not justifiable. As the management of National Insurance Company could not dispute the arguments of the Union took positions on the negative that Sri C. R. Mane was only working as Record clerk. It can be substantiated that Sri C. R. Mane was categorised as Assistant only. For the reasons stated, it is prayed that this Tribunal may be pleased to pass an award calling upon the Management of National Insurance Company Limited

to fix Sri C. R. Mane in the grade of 'Assistant' from 1st January, 1973, and pay the Salary till date with interest.

4. The averments found in the Counter of I.D. Nos. 17/80 and 32 of 1980 are as follows :

This reference itself is incompetent and is barred by the provisions of the General Insurance Business Nationalisation Act, 1972 and also the Schemes framed thereunder. In pursuance to the powers vested in it under Sec. 16 of Nationalisation Act, the Government of India framed a Scheme in the year 1974 called the General Insurance (Nationalisation and Revision of Pay Scales and other conditions of Service of Supervisor, Clerical and Subordinate Staff) Scheme 1974, which for the sake of convenience may be called the 1974 scheme. As per that scheme guidelines have been given for the purpose of categorisation of employees under various heads. In accordance with the guidelines to be found in the scheme and also bearing in mind the duties discharged by the concerned employees, the committee constituted for the purpose of categorisation, categorised the various employees under various heads. By amendment of the year 1975, which may be called the First amendment of the Scheme CI, 5 of the scheme was amended. Subsequently there was a second amendment in the year 1976 as per S.C. No. 4466. In accordance with the provisions of the scheme, the Committee went into the whole matter, taking into account the designation of the employee, the work which they were discharging at the relevant time and other relevant matters categorising all the employees, including those comprised in this order of reference, was done. All the employees comprised in this reference, excepting Mr. T.A. Krishnamoorthy and Mr. Peethambaram, preferred appeals. The Appellate Authority had confirmed the decision of the Custodian. Notwithstanding the legal decision being so clear, the Government of India has chosen to make this reference, as though this Tribunal can go behind the decision of the Committee or the Appellate Authority, to review the decision rendered by them. This Tribunal has no such jurisdiction. It is by now well established principle that where the right is created under an enactment or any scheme framed in accordance with the provisions of a statute and if that enactment/scheme also provides for method of redressal of grievance, that method is exclusive to any other method, and more so, if the employees concerned had availed themselves of that method. On the merits also, the claim of the claimants is without substance. Here again, it has to be emphasised that the right to be categorised in any position is not an absolute one but it is conditional upon the particular employee satisfying the norms laid down under the scheme as well as the other guidelines. With particular reference to Superintendents the relevant provision of the scheme is as follows :

"2(a)—Superintendents :

Subject to paragraph 4, the following shall be eligible to be considered as Superintendents viz. (i) All those designated as Superintendents Staff Assistants, Head Clerks or supervisors and working in supervisory capacity."

The claim based on the unamended scheme is not proper and correct. So also with reference to the case of Senior Assistants. The scheme is quite clear that the proper basis for categorisation (part from nomenclature) is the nature of the work that is discharged by the person concerned. It is not the case of the claimant petitioner that the categorisation committee as well as the Appellate authority has not taken into account the nature of the duties discharged by them but the categorisation had been effected on some other basis. The allegation in the claim statement that where the employees have not been given any designation but were functioning in supervisory cadre are eligible to be categorised as Superintendents is wholly misleading. The cadre strength for the post of Superintendents and Stenographers has to be determined by the Custodian on the basis of the requirements at different levels. It is not the case of the petitioners that the aspects referred to in the various annexures are determinative of the issue which is the subject matter of reference.

Even assuming that the decision of the appellate Body or the categorisation committee is erroneous in any particular, this Tribunal cannot be invited to sit on appeal over the decisions rendered by the statutory bodies and come to its own conclusion on the basis of materials placed before it. Finality attaches to the decision of the Custodian subject only to its being corrected on appeal by the statutory appellate body. If that remedy has been availed of by the persons concerned, there is no further right of appeal to any other body; nor can that decision be got reversed by an indirect process of getting a reference under Sec. 10 of the Industrial Disputes Act. If once the statutory requirements have been complied with by the bodies concerned, no further dispute can survive so as to enable this Tribunal to go into the matter. This counter statement may be received on file, and the claim made by the petitioner may be rejected on the basis of the contentions raised in the Counter Statement.

5. Apart from the above averments, certain other averments were made in the Counter of I.D. No. 49/80 which are as follows :

The committee duly constituted for the purpose of categorisation has categorised Sri C. R. Mane as Record Clerk only and not as an Assistant. On representation made by the employee based on Government of India Gazette Notification, the Review Committee has also considered the case and gave a finding that he was properly categorised as Record Clerk. Merely because the petitioner was sent by the erstwhile unit Ruby General Insurance Co. Ltd. to their Hubli Office to take charge from M. B. Muchandi, it does not mean that he can be categorised as Assistant. The respondent at no point of time has reversed the decision of the custodian. Categorisation was done by the review committee and that decision was given as early as in October 1974 categorising the employee C. R. Mane as Record Clerk. The allegation that the Review Committee re-categorised him to a lower grade is not correct. The allegation that the Assistant Labour Commissioner was satisfied with the workmen's defence by the Union, substantiating documentary evidence is not correct. It is also not correct to say that the Asstt. Labour Commissioner felt that Sri C. R. Mane performed the duties as Assistant prior to the implementation of the scheme and also confirmed by the Custodian as Assistant of the company. The Hon'ble Tribunal may be pleased to pass an award upholding the contention of the respondent herein both on the preliminary objection as well as on merits.

6. In I.D. 17/80, on behalf of petitioner, Ex.W1 to W13 were marked by consent. On behalf of respondent, Exs. M1 to M48 were marked by consent. In I.D. 32/80, on behalf of petitioner, Ex. W1 was marked by consent. On behalf of respondent, Exs. M1 to M12 were marked by consent. In I.D. 449/80, on behalf of petitioner, Exs. W1 and W2 were marked by consent. On behalf of respondent, Exs. W1 to M8 were marked by consent. No witnesses were examined for both sides in the above Industrial Disputes.

The reference made in I.D. 17/80 is as follows :

7. The Point for consideration is whether the action of the management of National Insurance Company Limited, Madras in not recategorising the undermen-

tioned workmen to higher cadre is justified? If not, to what relief are the concerned workmen entitled?

S. No.	Name	Designation
1.	Shri T. A. Krishnamoorthy	Sr. Assistant
2.	Shri C. Krishnan	"
3.	Shri R. Ramaniathan	"
4.	Shri T. N. Govindarajulu	"
5.	Shri A. P. Sreedhara Prabhu	"
6.	Shri G. Sivasubramanian	Assistant
7.	Shri P. D. Padmanabhan	"
8.	Shri S. Janakiraman	"
9.	Shri N. Ramamurthy	"
10.	Shri K. Poethambaram	"
11.	Shri A. K. Venkatarathnam	"
12.	Shri J. Radhakrishnan	"
13.	Shri A. V. D'Souza	" (Officiating)
14.	Shri P. Lokiah	" "

The reference made in I.D. 32/80 is as follows :

Whether the action of the management of the Oriental Fire and General Insurance Co. Limited, Madras in not recategorising the undermentioned workmen is justified? If not, to what relief are the concerned workmen entitled?

S. No.	Name	Designation
1.	Shri S. P. Mothi	Assistant
2.	Shri C. J. Gandhi	"
3.	Shri N. Venkatakrishnan Rao	"
4.	Shri P. R. Rajaram	"
5.	Shri P. D. Rajamani	"
6.	Shri S. Sankaramoorthi	"
7.	Shri M. Thangaswami	"
8.	Shri M. K. Shah	"
9.	Shri S. Duraiswami	"
10.	Shri R. Srinivasan	"
11.	Shri J. Ambrose	"
12.	Shri P. R. K. Panicker	Senior Asst. Sub Staff
13.	Shri S. Narayanaswami	"
14.	Shri D. Parasuraman	"
15.	Shri T. K. Balasubramanian	Assistant

The reference made in I.D. No. 40/80 is as follows :

"Whether the action of the management of National Insurance Company Limited, Calcutta-700071 in recategorising Shri C. R. Mane,

Assistant as Record Keeper is justified? If not, to what relief is the concerned workman entitled and from which date?

8. As the facts and subject matter involved in the three Industrial Disputes are common and since there is a Common Order by the Supreme Court, in the connected three Civil Appeals, it is perceived that a Common Order could be made. Endorsement was also made by the Counsel.

9. The Point : The brief facts leading to the dispute are as follows : The Respondent-Management is the Regional Manager, Oriental Fire and General Insurance Company Limited, Madras-2 an affiliate of General Insurance Employees' All India Association (Bombay), representing the General Insurance Employees working in four subsidiaries viz. (1) National Insurance Company Limited, (2) New India Assurance Company Limited, (3) Oriental Fire and General Insurance Company Limited and (4) United India Insurance Company Limited with an apex body, viz. General Insurance Corporation of India at Bombay. The petitioner-union represents the employees of the four Southern States, viz. Andhra Pradesh, Karnataka, Kerala, Tamil Nadu and Union Territory of Pondichery. The reference made by the Government of India relates to categorisation of the employees working in the Oriental Fire and General Insurance Company Limited which has its Head Office and registered office at Oriental House, New Delhi-110002 and a Regional Office at United India Life Building, Madras-1. The respondent management is a Nationalised Company having Divisional Office and Branch Offices all over India. The General Insurance was nationalised under the provisions of General Insurance Business Nationalisation, 1972 (Central Act 57 of 1972). Immediately after the nationalisation of General Insurance Business, the service conditions of employees were brought under one scheme called the General Insurance (Rationalisation and Revision of pay scales and other conditions of service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974 which came into force with effect from 27-5-1974. Ex. M-11 is the copy of the General Insurance (Rationalisation and Revision of pay scales and other conditions of service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. As per the scheme, the Custodian who was in-charge of Oriental Fire and General Insurance Company Limited was directed to categorise the employees on the basis of the provisions of the Scheme who in turn appointed a Committee called 'Categorisation Committee' to go into details of the employees' Bio-data written by the Chief Officials of the erstwhile units, which were amalgamated with Oriental Fire and General Insurance Co. Ltd. In accordance with the guidelines in the scheme Ex. M11, the Committee constituted for the purpose of categorisation, in fact categorized the various employees under the various heads. By an amendment of the year 1975, which can be considered to be the 1st amendment of the scheme, Clause 5 of the Scheme was amended. Ex. M12 is the copy of 1974 Scheme including the amendments of 1975 and 1976. In accordance with the provisions of the scheme, the categorisation Committee went into the whole question of categorisation, taking into account the designation

of the employee, the work which they were discharging at the relevant time and other relevant matters categorising all the employees, including the employees who are covered by the present reference. It may also be remembered that the simple issue referred to this Tribunal is whether the action of the Management of Oriental Fire and General Insurance Co. Ltd., Madras in not recategorising the undermentioned workmen to higher cadre is justified. As per the 2nd amendment Scheme of 1976 vide Ex. M12 any person feeling aggrieved at the decision of the Custodian relating to categorisation, was entitled to prefer appeal to the Board of the Company to which the employee belonged, within 60 days of the receipt by him of the decision of the Custodian. All the employees covered by the present reference excluding a few preferred appeals and the Appellate Authority had confirmed the decision of the Custodian. There is no dispute about these facts. However, the Management has also produced the relevant documents showing the objection of these employees to their categorisation and the orders passed by the Appellate Authority. Exs. M1 to M9 are the orders passed in appeal. On these facts, the management maintains that this Tribunal has no jurisdiction and therefore there is no industrial dispute as such under Section 10 of the Industrial Disputes Act and consequently the reference has to be rejected. The reference has been made by the Government of India to find out whether the categorisation of these workmen by the management is justified.

10. On 1-8-1980 there was an award passed by this Tribunal dismissing the three Industrial Disputes. The awards stated that this scheme has been framed for rationalising the pay scales and other terms and conditions of service of the officers and other employees in the General Insurance Company, which has been published by a Notification issued under Section 16(6) of the Central Act 57 of 1972 and therefore the employees of the management feel that the existing provisions in the scheme relating to categorisation or arbitrary, it is for the union to take up this issue and persuade the Central Government to modify the same and it was further held that the Tribunal constituted under the Industrial Dispute Act can declare the action of the management unjustified and reject this scheme. In the case of Thiru C. R. Mane, an employee it was awarded that if the workman had any grievance he ought to have made an appeal to the Board of the Company and such representation had been made to the Review Committee and the Review Committee gave its findings that the concerned workman was properly categorised as Record Clerk and that the Tribunal has also found that the above finding appears to be justified and that it had no jurisdiction to go into the merits of the case.

11. As against these awards, the workman directly preferred the Civil Appeals before the Supreme Court of India, New Delhi. The Civil Appeal Nos. 2749/82 and 2750 of 1982 relate to I.D. Nos. 32 of 1980 and 17 of 1980 and Civil Appeal No. 2751/82 relates to I.D. No. 49 of 1980. These three appeals have been presented by Special Leave by the General Secretary of the General Insurance Employees Union, Madras. In Civil Appeal No. 2749/82 (I.D. No. 32/80) cases of 12 workmen and in Civil Appeal No. 2750/82

(I.D. 17/80) cases of 14 workmen have been referred and on the question as to whether the action of the management of Oriental Fire and General Insurance Company Limited, Madras, in not recategorising the workmen mentioned in the course of reference is justified. In Civil Appeal No. 2751/82 (I.D. 49/80) the question referred was slightly different that is whether the action of the management in recategorising Mr. C. R. Mane, Assistant, as Record Keeper is justified? And if not, to what relief the concerned workman is entitled and from which date?

12. The Supreme Court in its Order dated 19th March, 2001 held as follows :

"That dispute has to be resolved with reference to the principles stated in the scheme and apply the scheme with reference to each one of the workmen and find out whether the categorisation of that workman is correct or not."

It was further mentioned as follows :

"That exercise has not been done by the Tribunal, but it has simply gone on to proceed that placing of one or other workman in one category or another is itself a part of the scheme and, therefore, the Tribunal cannot examine the same. This approach of Tribunal is not justified at all."

Therefore, the awards were set aside by the Hon'ble Supreme Court of India, the matter was remitted back to this Tribunal for fresh consideration in the light of that order. As per the direction of the Supreme Court, we have to resolve the dispute with reference to the principles stated in the scheme and apply the same with reference to each one of the workmen; and find out whether the categorisation of each workman is correct or not.

13. In this connection, the learned counsel for the Management Mr. S. Jayaraman has once again narrated the facts by contending that subsequent to the nationalisation of the Insurance Companies the service conditions of all the erstwhile private Insurance companies were brought to one scheme called Nationalisation Scheme 1974 and the same was put into effect w.e.f. 27-5-1974. He also contended that it is a self-contained code, marked as Ex. M48. The custodian in charge of the Insurance companies were directed by the Govt. of India to categorise employees in order to bring uniformity. It is in pursuance of which a Categorisation Committee comprising eminent experts in the field was formed to go into every minute detail of each worker. There were two amendments for the scheme one in 1976 and 1975 the copies in which were respectively marked as Ex. M46 and M47.

14. The learned counsel for the management has taken this Tribunal to the contents of Paras 4 to 6 in the Claim statement of I.D. No. 40 of 1980 and pointed out that grievance of the petitioner shown therein was very much vague, and it was generally put in as if the categorisation was not properly done. The learned Counsel for the management questioned

as to how was it not proper and on what ground the improper method was established etc. In fact in paras 5 to 7 of his counter, these were vividly explained by him in order to show the vagueness of the allegations made by the workman. His further argument was that the Industrial Tribunal cannot interfere upon the decision of the Committee because the scheme itself is a self-contained code which provide remedies of appeal against the findings of the Committee. Infact, such appeals taken before the department failed and went against the workman. There is also no mala fides cast upon the members of the Committee in which case an interference can be made by the Tribunal. A perusal of the scheme and its implementation of the categorisation policy also do not expose any mistake. Infact no particular mistake was pointed out by the workmen. No workmen was also examined in this connection. It was contended by the Learned counsel for the Management that all the 22 workmen were retired and that that is why no one was examined, as they became dis-interested. Whatever may be the reason unless the employees were examined to prove the particular incorrectness in the process of re-categorisation, we cannot come to a proper conclusion based only upon the vague allegations made by the workmen. The so called mistake in the re-categorisation can be either visibly found in the perusal of the records of re-categorisation or that if they were perused by the workmen the later has to point out the mistake therein. Both these things do not reveal any mistake on the process of re-categorisation.

15. The learned Counsel for the Management further contended that small deviation between the same cadre have sometime to be accepted. In this connection, he has relied upon 1989 II LLJ p. 177 wherein the following was mentioned :

"The Government sanctioned two different pay scales in the cadre of private Secretaries. Higher scale of pay was given on the basis of seniority-cum-merit and persons with higher scales of pay are posted as private Secretaries to the Chief Justice and administrative judges. The relatively juniors in the cadre of Personal Assistants cannot invoke the principle of equal pay for equal work and claim parity with pay scales of Private Secretaries on the ground that there is no difference in the nature of duties and responsibilities of Private Secretary and Personal Assistant. Entitlement to Higher pay scale depending upon seniority-cum-merit or merit-cum-seniority and the distinction made in the same cadre will not amount to discrimination. Classification based on experience is a reasonable classification having rational nexus with the objects thereof."

He has also relied upon 1989 I LLJ p. 309 at para 23, wherein the following was mentioned:

"The committee submitted a detailed report in which Bench Secretaries became casuals. The committee recommended for them a

pay scale slightly lower than that of Section officers. Rs. 150-350 was recommended for Bench Secretaries as against Rs. 200-400 for Section officers. The State Government accepted the recommendations."

16. From this it is clear that even small difference among the same cadre could be sustainable when it is upon reasonability and will have to be sustained. Thus the grievance of Mr. C. R. Manoj is answered.

17. To mention again even though it became the duty of this tribunal to find out whether the categorisation of each workman was correct or not, the fact that no workman was examined before us even after remand, in order to show the exact mistake in the process of re-categorisation we could not answer the issue in favour of the workmen. The fact that on perusal of process of recategorisation, no visible mistake was found will also strengthen the above view against the workmen. Further the observation made in the above cited cases, 1989 I LLJ p. 309 and 1989 II LLJ p. 177 will go to sustain the small differences of categorisation of the same cadre. There is some rationale behind it. It is only because of all these above reasons, the appeal under the scheme preferred by the employees have also failed. So even assuming that the Tribunal has got jurisdiction, no mistake in the process of recategorisation was in particular pointed out. The learned Counsel for the Workmen have let in no fresh evidence pursuant to the remand and the endorsement in this connection is as follows :

"After remand we have no evidence either oral or documentary in all three connected matters."

There is lack of evidence to prove incorrectness in the process of recategorisation. Therefore the issues are answered against the workmen. Award passed. No costs.

Dated at Chennai, this 11th day of Oct' 2001.

S. R. SINGHARAVELU, Industrial Tribunal
I. D. No. 17/80

Witnesses Examined

For Both side : None

Documents marked

For Petitioner/Workmen

Ex. W 1 22-7-80 Letter dt. 10-3-65 of Ruby General Insurance Co. Ltd. Coimbatore authorising Thiru C. Krishnan to open post, sign letter etc.

Ex. W 2 22-7-80 Letter dt. 21-2-74 from the Ruby General Insurance Co. Ltd., Quilon to Thiru A. P. Sreedhara Prabhu regarding Income Assessment for the year ending 31-3-1974.

Ex. W 3 22-7-80 Order transferring Thiru A. P. Sreedhara Prabhu from Cochin to Quilon dt. 22-8-73

Ex. W4	22-7-80	Letter dt. 8-12-71 from the Ruby General Insurance Co. Ltd., Cochin informing Thiru A. P. Sreedhara Prabhu to meet the Custodian on 10-12-71.	Ex. M2	22-7-80	Forms for fixation of Thiru R. Ramani showing pay and Service particulars.
Ex. W5	..	Office order authorising Thiru A. P. Sreedhara Prabhu to sign Fire, Motor, Marine and Accident policies dt. 5-12-64.	Ex. M3	..	Forms for fixation of Thiru V. Seshadri showing pay and Service particulars.
Ex. W6	..	Office order authorising Thiru-valargal E. M. Krishnamurthy, S. Ramanathan and K. Narayanan to sign cover notes, certificates and bills, dt. 15-10-71.	Ex. M4 series	..	Forms relating to Thiru C. Krishnan showing his qualifications, pay and service particulars.
Ex. W7	..	Certificate showing the pay particulars and deductions of Thiru T. M. Govindarajulu of the management for the period of 1-4-73 to 31-3-74 (dt. 8-5-74)	Ex. M5 series	..	Forms relating to Thiru S. Ramanathan showing his qualifications, pay and service particulars.
Ex. W8	..	-do-1-4-72 to 31-3-73 (dt. 19-6-73).	Ex. M6 series	..	Forms relating to Thiru T. M. Govindarajan showing his qualifications, pay and service particulars.
Ex. W9	..	Letter dt. 18-1-68 from the Union Insurance Society of Canton Ltd. Madras authorising Thiru P. D. Padmanabhan to sign and issue cover notes and policies in the Fire, Marine and Accident Departments.	Ex. M7 series	..	Forms relating to Thiru A. P. Sreedhara Prabhu showing his qualifications, pay and service particulars.
Ex. W10	..	Letter dt. 18-1-68 from the Century Insurance Co. Ltd., Calcutta authorising Thiru P. D. Padmanabhan to sign and issue cover notes and policies in the Fire, Marine and Accident Departments.	Ex. M8 series	..	Forms relating to Thiru G. Sivasubramaniam showing his qualifications, pay and service particulars.
Ex. W11	..	Letter dt. 18-1-68 from the Caledonian Insurance Co., Calcutta authorising Thiru P. D. Padmanabhan to sign and issue cover notes and policies in the Fire, Marine and Accident Departments.	Ex. M9 series	..	Forms relating to Thiru P. D. Padmanabhan showing his qualifications, pay and service particulars.
Ex. W12	..	Letter dt. 9-12-75 from the management to Thiru G. Sivasubramanian intimating that he will be officiating as Senior Asst. from 22-11-75.	Ex. M10 series	..	Forms relating to Thiru S. Janajiraman showing his qualifications pay and service particulars.
Ex. W13	..	Letter dt. 5-12-77 from the Management to the Union regarding categorisation of employees.	Ex. M11 series	..	Fixation form showing pay and service particulars of Thiru N. Ramamurthy.
For Respondent/Management :			Ex. M12	..	Fixation form showing pay and service particulars of Thiru T. Sarangapani.
Ex. M1	22-7-80	List of duties of Thiru T. A. Krishnamurthy and the employee form showing his qualifications, service and pay particulars.	Ex. M13	..	Employee forms showing the pay and service particulars of Thiru S. Sastha.
			Ex. M14 series	..	Forms showing the qualification, pay and service particulars of Thiru A. K. Venkatrathnam.
			Ex. M15 series	..	Forms showing the qualifications, pay and service particulars of Thiru J. Radhakrishnan.
			Ex. M16	..	Forms of Thiru A. V. D'Souza showing his qualification, pay and service particulars.
			Ex. M17 series	..	Forms of Thiru P. Lokiah showing his qualification, pay and service particulars.

Ex. M18	22-7-80	Forms of Thiru H. R. Lawrence showing his qualification, pay and service particulars.	Ex. M31	22-7-80	Representation of Thiru A. K. Venkatarathianam to the Board of Directors of the Company for categorising him as Senior Asst., dt. 19-1-77.
Ex. M19	..	Letter dt. 1-11-77 from the Management to Thiru P. D. Padmanabhan informing that his appeal was rejected by the Appeals Committee.	Ex. M32	..	Letter dt. 1-11-77 from the management to Thiru A. K. Venkatarathinam intimating the rejection of his appeal.
Ex. M20	..	Letter from the management to Thiru G. Sivasubramanian informing that his appeal was rejected by the Appeals Committee dt. 1-11-77.	Ex. M33	..	Representation of Thiru N. Ramamoorthy requesting to promote as Senior Asst. dt. 22-1-77.
Ex. M21	..	Representation of Thiru Q. V. D'Souza to the Board of Directors of the Management for categorization as Senior Asst. dt. 17-1-77.	Ex. M34	..	Letter dt. 1-11-77 from the management to Thiru N. Ramamoorthy intimating the rejection of his appeal.
Ex. M22	..	Letter from the management to Thiru A. V. D'Souza intimating the rejection of his appeal dt. 1-11-77.	Ex. M35	..	Representation of Thiru S. Ramanathan to the Chairman of the management, dt 4-10-74.
Ex. M23	..	Appeal of Thiru S. Janakiraman to the Board of Directors of the management dt. 22-1-77.	Ex. M36	..	Letter dt. 7-6-75 from the Management to Thiru S. Ramanathan intimating the rejection of his representation (copy).
Ex. M24	..	Letter dt. 1-11-77 from the management to Thiru S. Janakiraman intimating the rejection of his appeal.	Ex. M37	..	Appeal of Thiru S. Ramanathan regarding categorisation (copy) dt. 22-3-76.
Ex. M25	..	Representation of Thiru S. Janakiraman regarding categorization and fitment, dt. 28-8-74.	Ex. M38	..	Representation of Thiru S. Ramanathan for recategorising him as Superintendent dt. 22-1-77.
Ex. M26	..	Representation of Thiru C. Krishnan to the Chairman of the management for reconsidering his category as Superintendent. dt. 5-10-74.	Ex. M39	..	Letter dt. 1-11-77 from the Management to Thiru S. Ramanathan intimating the rejection of his appeal.
Ex. M27	..	Further representation of Thiru C. Krishnan, dt. 19-1-77.	Ex. M40	..	Representation of Thiru J. Radhakrishnan to the Chairman regarding categorisation dt. 30-9-74.
Ex. M28	..	Letter dt. 1-11-77 from the management to Thiru C. Krishnan intimating the rejection of his appeal.	Ex. M41	..	Appeal of Thiru J. Radhakrishnan to the Board of Directors of the Management regarding categorisation dt. 22-1-77.
Ex. M29	..	Representation of Thiru A. P. Sreedhara Prabhu to the Chairman for upgrading him to Senior Asst. dt. 20-1-77.	Ex. M42	..	Letter dt. 1-11-77 from the Management to Thiru J. Radhakrishnan intimating the rejection of his appeal.
Ex. M30	..	Letter dt. 1-11-77 from the management to Thiru A. P. Sreedhara Prabhu intimating the rejection of his appeal.	Ex. M43	..	Appeal of Thiru G.M. Govindarajulu to the Board of Directors of the Management for recategorising him as Superintendent dt. 25-1-77.

Ex.M44 22-7-80 Letter dt. 1-11-77 from the management to Thiru T.M. Govindarajulu intimating the rejection of his appeal.

Ex.M45 " Statement showing the employees who have been re-categorised as Senior Assistants on appeal, dt. 23-1-79.

Ex.M46 22-7-80 Circular of the management enclosing a copy of notifications from the Government regarding the General Insurance (Nationalisation and Revision of Pay scales and other conditions of service). copy dt. 5-1-77.

Ex.M47 " General Insurance (Rationalisation and Revision of pay scales and other conditions of service of Supervisory clerical and Subordinate Staff) First amendment Scheme, 1975 (copy) dt. 5-9-75

Ex.M48 " General Insurance (Rationalisation and Revision of Pay scales and other conditions of Service of Supervisory, clerical and subordinate staff) Scheme 1974.

I.D. No. 32 of 1980

Witnesses examined

For Both side : None.

Documents marked

For Petitioner/Workmen

Ex.W1 9-12-78 : Memorandum of Settlement between the New India Assurance Co. Ltd. and the Workmen represented by the All India Federation of the New India Assurance Co. Ltd., Employees Union Bombay (copy) dt. 9.12-78.

For Management/Respondent

Ex.M1 1-11-77 : Letter from the Management to Thiru S.R. Mothi intimating the rejection of his appeal dated 1-11-77.

Ex.M2 " : Letter from the Management to Thiru C.J. Gandhi, intimating the rejection of his appeal dated 1-11-77.

Ex.M3 1-11-77 Letter from the Management to Thiru P.R. Rajangam intimating the rejection of his appeal dated 1-11-77.

Ex.M4 " Letter from the management to Thiru Benjamin intimating the rejection of his appeal dt. 1-11-77.

Ex.M5 1-11-77 Letter from the Management to Thiru M. Thangaswamy intimating the rejection of his appeal dt. 1-11-77.

Ex.M 6 " Letter from the management to Thiru Mohindra K. Shah intimating the rejection of his appeal dt. 1-11-77.

Ex. M 7 " Letter from the management to Thiru T.K. Balasubramaniam intimating the rejection of his appeal dt. 1-11-77.

Ex. M 8 1-11-77 Letter from the Management to Thiru S. Doraisamy intimating the rejection of his appeal dt. 1-11-77

Ex. M 9 1-11-77 Letter from the management to Thiru R. K. Panickar intimating the rejection of his appeal dt. 1-11-77

Ex. M 10 1-11-77 Award in reference CGIT 1 of 1977 of the Central Govt. Industrial Tribunal, Bombay (copy) dt. 26-5-78.

Ex. M 11 1-11-77 General Insurance (Rationalisation and Revision of Pay scales and other conditions of service of supervisory, Clerical and Subordinate Staff Scheme, 1974.

Ex. M 12 1-11-77 -do- (Consolidated)

I.D No. 49/80

Witness Examined

For Both side : None

Documents marked

For Petitioner/Workmen

Ex.W1 5-1-81 Letter from the Management to categorising Thiru C.R. Mane as Assistant dt. 27-9-74.

Ex.W2 5-1-81 Letter dt. 4-8-73 from Ruby General Insurance Co. Ltd, requiring Thiru C.R. Mane to proceed to Hugli.

For Respondent/Management

ANNEXURE

- Ex.M1 5-1-81 Appointment order dt. 27-5-69 issued to Thiru C.R. Mane by Ruby General Insurance Co.Ltd.
- Ex.M2 " Letter dt. 17-9-74 from Thiru C.R. Mane to the Chairman of the Management for payment of difference in emoluments.
- Ex.M3 " Form of Thiru C.R. Mane giving service particulars.
- Ex.M4 " Form for fixation of Thiru C.R. Mane.
- Ex.M5 " Statement calculating the difference in emoluments of Thiru C.R. Mane.
- Ex.M6 10-5-80 Conciliation failure report.
- Ex.M7 21-10-74 Letter from the Regional office, Bombay to Madras office sending employee Forms A & B of Thiru C.R. Mane.
- Ex.M8 5-9-75 General Insurancee (Rationalisation and Revision of Pay Scales and other conditions of service of Supervisory Clerical and Subordinate Staff) First Amendment Scheme, 1975.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 149 OF 1991

PARTIES :

Employers in relation to the management of Tapin South Colliery of M/s. CCL and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated, Dhanbad, the 5th November, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(23)/91-I.R. (Coal-I), dated, the 23rd October, 1991.

SCHEDULE

"Whether the action of the management of Tapin South Colliery of M/s. CCL in not giving promotion of S/Shri Md. Rafique, Fulsu Mahato, Sarju Mali and Mohd. Kasim in proper category/grade is justified? If not, to what relief the workmen concerned are entitled?"

2. The case of the concerned workmen as per W.S. in brief is as follows :—

It has been submitted by the concerned workmen that they were appointed as piece rated worker under the management in between the period from 1973 to 1976. Thereafter they were regularised as Cat. I. They submitted that they were allowed to work as Genl. Mazdoor in the Excavation Section and they were working continuously as Drill Operators on the heavy drill machine of the Excavation. Since 1980 they are working as Drill Operator under the order of the management but inspite of rendering such service the management did not consider necessary to regularise their services as E.P. Helper as per the cadre scheme of the Excavation. They submitted that in the year 1984 D.P.C. was held for the Drill Operators for Grade-III and they appeared in the said D.P.C. but they were not selected arbitrarily without any reason. As a result, the concerned workmen raised an industrial dispute which resulted reference to this Tribunal.

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3461.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबंध निजीजों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम 2, धनवाद के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/23/91-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2001

S.O. 3464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/23/91-IR(C-I)]
S. S. GUPTA, Under Secy.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the concerned workmen asserted in their W.S. It has been submitted by the management that the concerned workmen are performing their duties according to their designation and they have already been placed in Category/Grade and knowing fully well of this fact the concerned workmen have falsely raised this industrial dispute. Accordingly, the management prayed for dismissal of this reference.

4. The points for decision in this reference are:—

"Whether the action of the management of Tapin South Colliery of M/s. Central Coal-fields Ltd. in not giving promotion of S. Shri Md. Rafique, Tulsi Mahato, Sarju Mali and Md. Kassim in proper category/grade is justified? If not to what relief the workmen concerned are entitled?"

DECISION WITH REASONS

5. The concerned workmen in order to substantiate their claim did not consider necessary to examine any witness. On the contrary the management examined one witness though he was not cross-examined by the concerned workmen. MW-1 during his evidence disclosed that the concerned workmen were Helpers to E.P. Fitters and engaged in Excavation Grade-E. He stated that Fitter is in Grade-D while the Helper is in Grade E. He deposed further that the Fitter and Helpers are different cadre. Drilling Operators are within Grade-D and for which the claim of the concerned workmen to get their promotion in Grade-D was not at all justified. It is seen that in spite of getting several opportunities the concerned workmen neither cross-examined this witness nor examined any witness on their behalf. Accordingly the claim of the management cannot be at all refuted. Onus absolutely lies on the concerned workmen to establish that they were deprived of getting any promotion due to the whimsical decision of the management. It is not expected that if any person is not succeeded in D.P.C. he will be promoted to higher post. Naturally there is reason to believe that the management did not commit any illegality in refusing promotion to the concerned workmen to higher grade for the reason discussed above. Accordingly after careful consideration of all the facts and circumstances I hold that the concerned workmen have failed to substantiate their claim as per this reference and for which they are not entitled to get any relief. In the result, the following Award is rendered :—

"The action of the management of Tapin South Colliery of M/s. CCL in not giving promotion of S/Shri Md. Rafique, Tulsi Mahato, Sarju Mali and Md. Kassim in proper category/Grade is justified. Consequently, the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3465.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय

सरकार की.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कामकाज के बीच, असन्तुष्टि में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 का प्रार्थन हुआ था।

[म. एन.-20012/102/97-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2001

S.O. 3465.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received the Central Government on 22-11-2001.

[No. L-20012/102/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947. Reference No. 23 of 1998

PARTIES :

Employers in relation to the management of M/s. BCCL and their workman

APPEARANCES :

On behalf of the workman : Shri Swapan Kr. Samanta, the concerned workman.

On behalf of the employers : Shri B. Joshi, Advocate.

STAFF : Jharkhand INDUSTRY : Coal.

Dated, Dhanbad, the 5th November, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/102/97-IR(C-1) dated, the 23rd March, 1998.

SCHEDULE

"Whether the action of the management of Bhowra OCP of M/s. BCCL in denial to regularise Sr. Swapan Kumar Samanta as Statistical Clerk is justified? If not, to what relief the concerned workman is entitled?"

2. In this reference both the parties appeared but only the workman side filed its W.S. Subsequently when the case was fixed for filing W.S. by the employers, a Memorandum of Settlement under signature of both parties was filed before this Tribunal. 1

heard both the parties on the said Memorandum of settlement and I do find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly, I accept the said Memorandum of settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

ANNEXURE

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE MANAGEMENT OF BHOWRA (SOUTH) COLLIERY OF M/S. BCCL, P.O. BHOWRA (DHANBAD) AND THEIR WORKMAN SRI SWAPAN KUMAR SAMANTA WORKING AS SAND MUNSHI AT BHOWRA (SOUTH) COLLIERY ON 20-8-1999

NAME OF THE PARTIES REPRESENTING:— EMPLOYER :

1. Sri Rajeshwar Singh. Dy. CPM(EJ).
2. Sri D. N. Rai. P.M.(EJ).

WORKMAN :

1. Sri Swapan Kumar Samanta.
Pers. No. 00963884.

SHORT RECITAL OF THE CASE

Shri Swapan Kumar Samanta was selected through D.P.C. for the post of Mining Survey Apprentice but subsequently his trade was changed in Excavation Cadre and he was regularised as Exevn. Helper (T) in Cat. I with effect from 15-10-1987.

Shri Samanta was authorised to work as Clerk by the then Project Officer of Bhowra O.C.P. His name was also forwarded for regularisation in clerical job to BCCL Headquarter, but in the meanwhile Sri Samanta raised an I.D. before the ALC(C), Dhanbad which was ended in F.O.C. and subsequently the dispute was referred to the Ministry for adjudication to CGIT No. 2, Dhanbad. In the meanwhile Sri Samanta approached to the management and requested for engagement as Sand Munshi in Clerical Cadre and accordingly keeping in view of shortage of Sand Munshi he was deployed as Sand Munshi at Bhowra (South) Colliery.

Shri Samanta has now approached the management to revert him back in his original job i.e. E.P. Helper (T) in Exevn. Cadre. His request was considered keeping in view of the representation of the union namely R.C.M.S. and it was decided to revert him back in his original job i.e. E.P. helper (T) on the following terms and conditions on 20-8-99

TERMS OF SETTLEMENT

1. It is agreed that Sri Swapan Kumar Samanta will be allowed to work as E.P. Helper in Exevn. Cat. E at Chandan OCP, Sudamdih.
2. It is also agreed that Sri Samanta will not raise any further dispute regarding his regularisation in clerical job at any forum.

3. It is agreed that Sri Samanta will submit an application before the Presiding Officer, C.G.I.T. No. 2, Dhanbad for declaring No Dispute award.

4. It is agreed that this is an overall Settlement relating to and in respect of all issues/aspects concerning the case in question.

SIGNATURES OF THE PARTIES

For & on behalf of the
Employer
Sd/-

For & on behalf of the
Workman
(Swapan Kumar Samanta
Pers. No. 00963884

(Rajeshwar Singh)

Dy. C.P.M. (EJ).
(D. N. RAI)
Personnel Manager (E.J.).

Witness

1. R. N. Soren—01257716
 2. G. H. Mishra, Clerk Adm. Office
- c.c. to :

1. The A.L.C.(C), Dhanbad.
2. The R.L.C.(C), Dhanbad.
3. The Chief Labour Commissioner (C) Rafi Marg, New Delhi.

Sd/-

B. BISWAS Presiding Officer

नई दिल्ली, 23 नवम्बर, 2001

क.आ. 3466:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संवद्ध नियोक्तों और उनके कार्यकर्ताओं के बीच, अनुबंध से निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एन-20012/126/91-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2001

S.O. 3466.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/126/91-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer,
In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 17 of 1992

PARTIES :

Employers in relation to the management of
Mudidih Colliery of M/s. BCCL and their
workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : Shri R. Ranjan,
Sr. Legal Inspector, Sijua Area.

STATE : Jharkhand INDUSTRY : Coal.

Dated, Dhanbad, the 5th November, 2001

AWARD

The instant reference case was initiated in view of an Order passed by the Govt. of India Ministry of Labour vide their Order No. L-20012(126)/91-IR-(Coal, I), dated the 3rd April, 1992. The terms of the reference are as follows :—

“Whether the action of the management of Mudidih Colliery of M/s. BCCL, Dhanbad in dismissing Shri R. K. Prasad from service is justified? If not, to what relief is the workman entitled?”

2. Perused the order. On the basis of that reference the concerned workman submitted his W.S. with a prayer for passing an Award holding that the action of the management of Mudidih Colliery of M/s. BCCL in dismissing Shri R. K. Prasad i.e. the concerned workman was not justified. Also perused the order passed by Hon'ble Patna High Court, Ranchi Bench dt. 11-3-1997. In the said order Hon'ble High Court observed clearly, “The workman, it would further appear had been trying to have the dispute settled by approaching the Management again and when it failed, he again filed writ application in this Court for a direction to the Central Government to refer the dispute under the Industrial Disputes Act. The management was not a party in that CWJC No. 448 of 1992(R). That writ application was filed on 5-2-1992 and disposed of on 13-2-1992 without any notice to the management. The Bench heard the counsel for the petitioner as well as the Central Govt. which was a respondent and directed that the dispute be referred to the Tribunal for proper adjudication. The Central Government passed the impugned order dt. 3-4-92. When the management came to know of such an order, it approached the Supreme Court against that order dt. 13-2-1992 passed in CWJC No. 448 of 1992(R). The Supreme Court directed

the management to seek remedy in the High Court. Thereafter, the present writ application was filed. The workman, no doubt, in the writ application being CWJC No. 448 of 1992(R) had disclosed the facts of his filing writ application and approached to the Supreme Court but unfortunately, he did not make the management a party in that writ application which had been dismissed earlier on the same point. Since the management was not a party in CWJC No. 448 of 1992(R) on that basis, the Central Government passed the impugned order, which, in our opinion, cannot be sustained. Accordingly, the impugned order dt. 3-4-1992 passed by the Central Government is set aside and this writ application is allowed.” The order of the Hon'ble High Court shows clearly that the impugned order dt. 3-4-1992 passed by the Central Govt. has been set aside. The Central Govt. by order dt. 3-4-1992 has made the reference in the instant case. When the said order has been set aside by the Hon'ble High Court, it should be considered that no such industrial dispute is in existence. Accordingly the claim of the workman finds no locus standi here. In the result, the reference is not maintainable in the eye of law. An Award is passed accordingly

B. BISWAS, Presiding Officer

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3467:- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार श्री.सी.सी.एल. के प्रबंधन के संबंध निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/195/93-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2001

S.O. 3467.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/195/93-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d)
(2A) of the Industrial Disputes Act, 1947

Reference No. 17 of 1995

PARTIES :

Employers in relation to the management of
Patherdih Coal Washery of M/s. BCCL.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri D. Mukherjee, Advocate
and Shri K. Chakraborty, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, the 12th November, 2001

AWARD

By Order No. L-20012(195)/93-I.R. (Coal-I) dated, the 12th January, 1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management i.e. Dy. Chef Engineer (W), Patherdih Coal Washery of BCCL, P.O. Patherdih, Dt. Dhanbad for denial of employment in favour of Shri Ram Kumar, Munshi, who has worked with the contractor's in the departmental job of BCCL is justified? If not, what relief should be granted?"

2. Precisely, the case of the concerned workman is that he had been working as permanent Munshi since 1980 at dirty slurry pond of Patherdih Coal Washery and he was engaged by the management for performing the said job. Thereafter since 1985, as it is said, the concerned workman started working in the fine slurry pond situated within the precinct and premises of the Washery as a Munshi continuously, as per direction of the management. Further it is said that the concerned workman had been performing permanent nature of job under the direct control and supervision of the management and all the implements for execution of the job were being supplied by the management. The said job, it is said, was declared prohibited category of job in the year 1990 by the Government of India, Ministry of Labour and as soon as the same was done the management regularised all the concerned workmen working in the slurry pond of Patherdih Coal Washery excepting the concerned workman who later was stopped from service w.e.f. 1-10-1991 in violation of principle of natural justice and mala fide intention. Subsequent to that the concerned workman represented before the management for his reinstatement with full back wages as Munshi w.e.f. 2-10-1991 but without any effect. It has also been said that the concerned workman submitted sufficient documents before the management to prove his genuineness and accordingly an Enquiry Committee was also constituted by the management, but the report of the Enquiry Committee was neither supplied to the concerned workman nor on the basis of that report he was ever reinstated in service. I.E.O.(C) is said to have also conducted enquiry and submitted report after finding

the concerned workman to be a genuine workman working as Munshi in fine slurry pond. Further the case is that when the management did not take any action seeing no alternative left the union raised an industrial dispute on behalf of the concerned workman but no any positive development could take place before the concerned authority due to adamant attitude of the management. It is said that the Government of India without appreciating the legal proposition rejected the dispute for reference whereafter the union represented before the Government of India all the facts alongwith the documents and only thereafter the dispute was referred. Lastly it is said that the action of the management in denial of employment to the concerned workman who had worked in the slurry pond as Munshi was not justified.

3. The management, on the other hand, apart from several denials made to the statements made in the written statement filed on behalf of the workman, has come out with a plea that no employer-employee relationship ever existed between the management and the concerned workman. It has been said that at the Washery at Patherdih contractors used to be engaged for removal of slurry which settles down at the slurry pond. Prior to the year 1990 two types of contractors used to be engaged, one on regular basis for removal of slurry which settles down in the slurry pond. The slurry settling in the slurry pond are very fine in nature containing high quality of coal and the same used to be collected on regular basis from the slurry ponds are stored at the dumping yard. Thus the workmen engaged through contractors on the job of removal regular basis. Further it is said that the rejection/dirty of slurry from slurry ponds used to be engaged on slurry/middling slurry was/is removed intermittently at intervals of 3 to 6 months and there was no scope for engagement of contract labour on such job on regular basis. Later in the year 1990 the management deployed machines for removal of dirty/middling/rejection slurry and the previous practice of engaging contract labour on such jobs was stopped.

Further the case is that in the month of December, 1990 the Central Government issued notification prohibiting engagement of contract labour on the jobs of removal of slurry at the Coal Washeries in pursuance of which the management of Patherdih Coal Washery discontinued the practice of engaging contract labour on the job of removal of slurry and took 184 workmen as per requirement and on the basis of verification of the contractors' pay sheets and there was no dispute with regard to any workman who was employed through contractor on the jobs of removal of slurry at the time of abolition of the contract system. The concerned workman, it is said, was not a workman under any contractor on the job of removal of slurry from the slurry pond and as such his case was not put up before the management in the year 1990 or 1991 and he was not taken on the roll of the management. The management regularised or absorbed all the workers who were working on the roll of the contractors on the jobs of removal of slurry from the slurry ponds and as the concerned workman was not on the roll he was not being absorbed. Further it has been said that the concerned workman has raised his claim mainly on the basis of false and fabricated

documents manufactured for the purpose of the present case and has failed to produce any authentic document to show that he ever worked as Munshi under any contractor engaged in the removal of slurry from the slurry ponds. It is said that his name did not appear in the pay-sheet of the contractor which formed the basis of selection of 184 workmen for their absorption under the management at the time of abolition of contract system. The claim of the concerned workman as such is said to be false and baseless. It has also been said that the concerned workman was never a Munshi appointed by the management or by any contractor and so the question of submitting any report by any authority in support of the claim of the concerned workman did not arise. It is further said that the case was not found fit for reference at the first stage and the reference has been made subsequently on the basis of mis-representation of facts by the sponsoring union behind the back of the management and so the reference is illegal and unjustified and not at all maintainable. Lastly, it is said that the concerned workman having no any justifiable claim is not entitled to the relief as prayed for or to any other relief at all.

4. In support of their respective stand it appears that the workman and the management both adduced oral evidence. One witness has been examined on behalf of the workman who is none other than the concerned workman himself. Likewise one witness has been examined on behalf of the management who is an officer engaged in Patherdih Coal Washery. Apart from the oral evidence few documents have also been filed and exhibited on behalf of the concerned workman. Out of those documents Ext. W-1 is Weigh Bridge Register bearing the signature of the concerned workman as well as the signatures of other Weigh Bridge Clerk. Those signatures are marked Ext. W-1/1, Ext. W-2 is an agreement which bears the signature of the officials of the management, Ext. W-3 is 28 attendance registers bearing the signatures of the concerned workman and Exts. W-4 and W-4/1 are the daily report and the signatures contained therein. No any document has been filed or exhibited on behalf of the management.

5. In course of the hearing it has been strenuously urged on behalf of the concerned workman that in view of the several unimpeachable documents filed on behalf of the workman, it cannot be reasonably denied that the concerned workman was very much working at Patherdih Coal Washery since long before the coming into existence of the said notification in the year 1990 and even at the time of absorption or regularisation of the other workmen in the year 1991. Despite that it has further been submitted that the management in an illegal and arbitrary manner did not consider the case of the concerned workman for absorption and did not pay any heed to the several representations filed on his behalf. It has also been contended that despite being in possession of several relevant documents supporting the claim of the concerned workman, the management did not produce the same when at the instance of the workman the same was called for and as a result some of those documents were later produced and were exhibited at the instance of the workman. According to the submission this attitude of the management itself speaks a lot and

even by adducing oral evidence it failed to substantiate its stand. In support of the aforesaid contention few decisions have also been referred, such as, one reported in 2001(I) LLJ 923(SC), another one reported in 1963(II) LLJ, 447 and also another one reported in 1964(II) LLJ, 633.

With equal vehemence, on the other hand, it has been contended on behalf of the management that there was absolutely no relationship of employer and employee between the concerned workman and the management and at the time of abolition of contract system he was not being absorbed as he was not found to be working in any capacity whatsoever in the slurry ponds of the Washery. According to the submission all those who were found to be working and whose names were very much there on the roll were immediately absorbed out of whom four munshies working in the slurry were also there and since the concerned workman was not found to be working under any contractor his name was not there on the roll and none came forward to support the claim of the concerned workman. It is only much belatedly after manufacturing and fabricating certain documents in his favour, according to the submission, the concerned workman raised the dispute but even then he failed to produce or show the pay-sheets of the contractor in order to clarify if he actually received the wages from the contractor or not. It has also been contended that as many of those documents produced are in own handwriting of the concerned workman the same could have been easily manufactured for the purpose of the present case. It has also been urged that the management has already departmentalised four munshies, one in each shift and one person to work as standby during leave and sick vacancy of three regular munshies. As such, according to the submission there is no scope for engagement of another munshi even if it is taken that the concerned workman worked as a Munshi under contractor. It is further contended that no one can claim regularisation as a matter of right and particularly in view of a recent decision of Hon'ble Supreme Court reported in 2001 Supreme Court Cases (L&S) 1121 a contract labour or daily wager has no right to automatic absorption in public sector companies, they worked for. In the instant case, as per the submission, as the concerned workman was not even found to be a workman working under a contractor in the concerned slurry pond, there is no any scope of either his regularisation or automatic absorption. Further the contention is that rightly the Central Government initially had refused to refer the dispute for adjudication as quite obviously the concerned workman had no claim to stand and even failed to produce any documentary evidence. Rather according to the submission it also supports the stand taken by the management that the documents which have been produced in course of the proceeding are false and fabricated documents manufactured for the purpose of the present case, much later, after due deliberation.

6 In view of the statements made in the written statements and also considering the aforesaid contentions raised on behalf of the respective sides the core issue which appears to be involved is as to whether the concerned workman was also working in the concerned Washery as a Munshi alongwith others under

a contractor at the time of notification prohibiting the contract system or at the time of absorption of other workmen in the years 1990 and 1991 and also whether he has rightful claim to the employment under the management.

It stands undisputed that after coming into force of the notification of 1990 issued under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970, Several workmen engaged on the job of slurry removal through contractors were departmentalised or absorbed by the management. In this context the workman (WW-1) himself in his evidence has said that all the workers working in slurry ponds were regularised and four Munshies were also regularised but he was left out. Now as per the management, the concerned workman was not on the roll of the contractor nor any contractor advanced any claim on his behalf nor the concerned workman raised any protest or dispute in that regard in the year 1991 when the contractor's workers were regularised. It is only much belatedly dispute was raised after manufacturing certain documents in his favour by the workman. To this effect there is no denial from the side of the workman either in the written statement or in evidence and it stands nowhere mentioned that the name of the concerned workman was very much there on the roll of the contractor. Rather, Ext. W-2 which is a note of discussions and which contains few letters also confirm the fact that the name of the concerned workman was not there on the roll of the contractor. It is now the case of the workman that having been left out he represented before the management several time for regularisation but without any result. He further says that an Enquiry Committee was also constituted to find out the truth but the report of the Committee was never supplied to him nor he was reinstated. He does not say that the report was in his favour either in the written statement or in his evidence. No material has been produced to show that in that report recommendation was made for his absorption. In this respect the stand of the management is that no such report is in existence. The workman also did not make any prayer for calling for such report by giving the details. In this regard in para 14 of the written statement it has been said that L.F.O. (C) had conducted enquiry and had submitted report to the appropriate authority in favour of the workman. This fact has been denied by the management and the workman also did not produce either the said report or any material to establish the said fact nor even prayer was made for calling for such report from the management. From Ext. W-2 simply it appears that a discussion was held between the representatives of the union and few officials of the management during which union demanded that a Committee should be constituted to enquire into the case of few slurry labourers engaged in the slurry contract work, but their names are not appearing in the roll of the contractor. From the letters which are part of Ext. W-2 also it does not appear that enquiry report, if at all, was submitted, recommended the absorption of the workmen. It is reiterated that the management has seriously challenged the genuineness of those documents filed on behalf of the management. The concerned workman also in his evidence has not said about any enquiry report in his favour and has simply

said that an enquiry was held by the management but he was not regularised.

7. Apart from theaforesaid documents so far as the other documents filed on behalf of the workman are concerned they are either Weigh Bridge Register bearing the signatures of the concerned workman and others or the few registers marking attendance of the workmen under the concerned workman's signature or the daily report which again bears the signature of the concerned workman. On some of those documents it is said, there are signatures of Weigh Bridge Clerk or some other officials of the management also. But in view of the stand taken by the management and also in view of absence of any other supporting materials, it is difficult together that those signatures are, in fact, the signatures of officials of the management. Those documents have been produced by the workman the most of which are in his own handwriting and signatures and so the objection raised on behalf of the management cannot be brushed aside lightly that those could have been easily manufactured for the purpose of the present case. This objection further finds support from the fact that initially the Central Government refused to refer the dispute for adjudication in the year 1994 by observing that the union failed to produce any documentary evidence to prove that Ram Kumar (concerned workman) was ever engaged as Munshi in Patherdih Coal Washery on slurry contract work between 1976 to 1990. Out of this further it is significant to be noticed that at that time the concerned workman claimed to have worked in slurry point between 1976 to 1990. But later on he seems to have changed his stand and claimed to have worked from 1980 to 1985 at Dirty Slurry and from 1985 to 1990 at fine slurry. Apparently in the year 1994 or even prior to that the concerned workman had no document in his favour otherwise he would have produced the same and the reference would not have been refused by the Central Government on that score. It is only when the earlier reference was refused he popped up certain documents and obviously on that basis for the second time succeeded in getting the dispute referred by the Government for adjudication. Moreover, from those documents it does not appear that the concerned workman worked for 240 days in one calendar year either in dirty slurry or fine slurry as munshi. I find sufficient force in the submissions made on behalf of the management that pay-sheets of the contractor would have been a material document to support the claim of the workman which the workman has failed to produce. Non-production of the said document rather supports the case of the management, that the name of the workman was not on the roll of the contractor as he was not working in the slurry.

8. So far as the management's witness is concerned it is urged that he was not a competent witness as he did not work in the slurry and was just a Welfare Inspector. Merely on that account, I am afraid, the said witness cannot be held to be incompetent. At least he is a responsible officer of the management and despite being not working in the same slurry, can very well say about the facts involved as he was working in the same Patherdih Coal Washery to which the concerned slurry ponds belong, since 1983. He has

said that all the slurry mazdoors, munshies working in the slurry cleaning prior to prohibition have been regularised by the company and that the concerned workman was not working as a munshi. As regards any enquiry being made, he has replied that he cannot say that any enquiry was set up which submitted its report to the effect that the concerned workman was working at that time. Interestingly, though in cross-examination such suggestion was made but it was not even the case of the workman that such was the report of the Enquiry Committee. The concerned workman also in his evidence has not said about that. In short, the said witness put forward on behalf of the management cannot be dubbed as incompetent or untrustworthy. It has also been argued on behalf of the workman that WW-1 was not cross-examined on material aspects and so it can only be presumed that those facts as regards which he stated earlier stand admitted. This argument also appears to be devoid of any substance as it clearly appears from the evidence of the said witness that suggestions were made to him in course of his cross-examination to the effect that those documents produced from the side of the workmen are manufactured one for the purpose of this case and also to the effect that the concerned workman was not working as a 'munshi' in slurry section.

9. Besides the above, the contention advanced on behalf of the management is that the management has already departmentalised four munshies, one in each shift and one person to work as stand-bye during leave and sick vacancy of three regular munshies. As such, according to the submission there is no scope for engagement of another munshi and even if the concerned workman had worked as munshi under the contractor he cannot demand for his regularisation when there is no scope for employment. In regard to this suggestion, significantly, neither in the written statement nor in course of the argument it has been put forward on behalf of the workman that still there lies a post of munshi vacant in the concerned slurry, rather the concerned workman himself in his cross-examination appears to have admitted that the slurry removal work runs into three shifts in a day and that four munshies were regularised. Such statement made by the workman obviously supports the aforesaid contention made on behalf of the management that the management had departmentalised four munshies, one in each shift and one person to work as stand-bye during leave and sick vacancy of the three regular munshies. The workman in his evidence is also silent about the existence of any vacancy of munshi in the said slurry. In this view of the matter even if it is found that the concerned workman has a good case for regularisation he cannot be ordered to be regularised due to non-availability of the post as desired, as by now it stands well settled that regularisation can only be demanded for filling up vacant post and not against imaginary post. Therefore, on this score also the claim of the concerned workman cannot stand.

10. So far as few decisions cited on behalf of the concerned workman, as noticed above, are concerned they do not appear to have any hearing or significance as far as the facts of the present case are concerned. In the instant case, as seen above, the only

dispute which is involved is whether the concerned workman ever worked in the said slurry as a munshi engaged by a contractor during the period, as disclosed, and from the side of the management it has been emphatically put forward that the concerned workman never worked in the aforesaid capacity at any point of time and for that reason his name never figured in the roll of the contractor and consequently there was no question of his absorption at the time of regularisation of the workman found to be working in the said slurry. So obviously here it is not the bone of contention that the concerned workman was hired by the contractor or was engaged directly by the management.

11. Hence, in view of all the discussions made above on the basis of the materials on record, I come to an irresistible conclusion that the concerned workman has failed to substantiate his claim for regularisation and there is nothing on the basis of which it can be held that he ought to have also been regularised alongwith others after coming into force of the aforesaid notification in the year 1990 under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970.

12. The award as such is rendered as hereinunder :—

That the action of the management of Patherdih Coal Washery of M/s. B.C.C. Ltd. for denial of employment in favour of Ram Kumar, Munshi, who has worked with the contractor in the departmental job of BCCL is justified and the concerned workman is not entitled to any relief.

In the circumstances of the case there would be, however, no order as to costs.

S. H. KAZMI, Presiding Officer.

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार वी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अवध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पत्राद को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एन-20012/211/93 अ.ई.आर.(सी-1)]

एन.एन. गुप्ता, अवर सचिव

New Delhi, the 23rd November, 2001

S.O. 3468.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/211/93-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer
In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 114 of 1993

PARTIES :

Employers in relation to the management of Bhagaband
Colliery of M/s. BCCCL and their workman.

APPEARANCES :

On behalf of the workman : Shri S. C. Gaur, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 1st November, 2001

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/211-93-I.R. (Coal-I), dated 23/26-7-93.

SCHEDULE

"Whether the action of management of Bhagaband Colliery of BCCCL in denying employment to Smt. Sonia Devi Bhar who late Suresh Bhar in terms of para 9.4.2 of NCWA-IV is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman according to the W.S. in brief is as follows :—

The concerned workman in the W.S. submitted that her husband Suresh Bhar was an employee under the management since 22-12-80. Thereafter he died on 18-10-88. Referring to para 9.4.2 of NCWA-IV the concerned workman submitted that she was legally entitled to get her employment due to premature death of her husband. Accordingly she applied for her employment but the management have refused to provide employment to her claiming about her remarriage with Ramesh Bhar, younger brother of her deceased husband. She disclosed that her brother-in-law Ramesh Chandra Bhar practising fraud took her LTI on some papers informing her that the same would be required in connection with seeking employment for her. She disclosed that her said brother in law was already married and his wife was very much alive and for which any such second marriage is not permissible in the eye of law and for which there was no reason to marry him after the death of her husband. She also disclosed that it was unimaginable on her part only that after 15 days after death of her husband she would come forward and marry another person. She disclosed that her

brother-in-law Ramesh Bhar practising fraud obtained her LTIs on some papers with some ulterior motive and the management relying on all these illegal papers refused to provide her any employment. She further disclosed that according to the provision of para 9.4.2 the claim for employment by the younger brother is to be considered when no direct dependent is available for employment and such dependent should be residing with the deceased and he also should be dependent on the earning of the deceased. She disclosed that Ramesh Bhar, the younger brother of her deceased husband is not only a married person but also resides elsewhere in separate mess along with his family and maintained his livelihood by cultivation. Accordingly the concerned workman has prayed for passing an Award directing the management to provide employment to her with retrospective effect.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in her W.S. The management submitted that Suresh Chandra Bhar was an electrical helper at Bhagaband Colliery within Putki Bahhari Area of the company. He died on 18-10-88 leaving behind the concerned lady Smt. Sonia Devi. The management submitted that the concerned lady made a representation before the management with the intimation that she married Ramesh Chandra Bhar, younger brother of late Suresh Bhar on 3-11-88 and in support of that claim the concerned lady sworn an affidavit before the Notary Public on 7-11-88 and declared herself to be the wife of Ramesh Chandra Bhar. She further disclosed in the said affidavit that on the death of her husband as she got herself married to his younger brother on 3-11-88 she expressed her desire to provide employment to Ramesh Chandra Bhar in her place. The management further submitted that the concerned lady submitted certificate dt. 21-12-88 granted by Mukhiya of Village Ramapanchayat where the concerned lady lived and the said certificate was duly attested by the B.D.O. of the locality. In the said certificate and affidavit she declared herself to be the wife of Ramesh Chandra Bhar, younger brother of Suresh Chandra Bhar. The management submitted that during enquiry they came to know that Ramesh Chandra Bhar was a married person having his wife and daughter in the village where he was carrying on his cultivation. Accordingly he was not the dependent on the earning of the deceased workman Suresh Bhar for which he is not entitled to get any employment under the management as per the provision of NCWA-IV. The management alleged when this fact came to the knowledge of the concerned lady she changed her mind and denied all the facts which she asserted by way of affidavit and in the certificate which Mukhiya issued. The management further alleged that by practicing fraud the concerned lady intended to get her employment under the management. Accordingly the management have prayed for setting aside the claim of the concerned lady.

4. The points for consideration in this reference are :—

"Whether the action of management of Bhagaband Colliery of BCCCL in denying employment

to Smt. Sonia Devi Bhar w/o late Suresh Bhar in terms of para 9.4.2 of NCWA-IV is justified? If not, to what relief the workman is entitled?"

DECISION WITH REASONS

It is seen that inspite of giving several opportunities the concerned lady did not consider necessary to adduce any evidence in support of her claim. On the contrary it is seen that in course of hearing learned Advocate for the concerned lady by filing petition submitted his prayer to close the case on the ground that inspite of his best efforts he has failed to contact with her. It is seen that the concerned lady who has raised this industrial dispute after filing instant reference case has lost all her interest for the reason best known to her. There is no dispute to hold that Suresh Chandra Bhar was an employee under the management. There is also no dispute to hold that said Suresh Chandra Bhar died on 28-10-88. Considering the record I also find no dispute to hold that the concerned lady was the legally married wife of said Suresh Chandra Bhar. It is the contention of the concerned lady that after death of her husband she submitted her representation for getting her employment on compassionate ground according to the provision laid down in para 9.4.2 of NCWA-IV. But her prayer was turned down by the management. The management on the contrary submitted that they could not provide any employment to the concerned workman and for which the concerned lady was responsible and not they were. It has been disclosed by the management that immediately after death of Suresh Chandra Bhar the concerned lady by swearing affidavit intimated the management that his marriage with Ramesh Chandra Bhar, brother of late Suresh Chandra Bhar was held on 3-11-88. She also has submitted a certificate issued by Mukhiya and duly authorised by local B.D.O. The management disclosed that the concerned lady thereafter claimed employment for her new husband instead of her. The management submitted that during enquiry they came to know that Ramesh Chandra Bhar though was brother of Suresh Chandra Bhar was married person and is living in his native village along with his wife and other family members. Disclosing this fact the management further submitted the concerned lady submitted affidavit and certificate practising fraud upon the management only with a view to get some illegal benefit. On the contrary the contention of the concerned lady in that after the death of her husband her brother-in-law Ramesh Chandra Bhar in collusion with his mother obtained LTIs on some papers with some ulterior motives. She disclosed that her husband died on 28-10-88 and it was impracticable on her part to marry another person on 3-10-88, during the mourning period. As she was illiterate lady the said Ramesh Chandra Bhar committed all such mischief. She further disclosed that Ramesh Chandra Bhar is a married person and living with his wife at his native village. He is by profession a cultivator. Accordingly he was never dependent of her husband. She also disclosed that it is illegal in the eye of law to marry a person particularly when his wife is very much living and that too was applicable in her case and for which there

was no reason to marry Ramesh Bhar which was in the eye of law an illegality. It is fact that the concerned lady was the wife of Suresh Chandra Bhar. It is also admitted fact that Suresh Chandra Bhar died in harness. According to the provision of para 9.4.2. of NCWA-IV the dependent of the deceased is entitled to get employment. Therefore, relying on the said provision there was scope on the part of the concerned lady i.e. the wife of Suresh Chandra Bhar to submit her prayer for employment under the management. It is seen that in the midst some dispute cropped up relating to the marriage of the concerned lady i.e. widow of Suresh Chandra Bhar. There was ample scope on the part of the concerned lady to disprove all the allegations which the management has brought against her. But with utter surprise it is noticed that inspite of getting ample opportunities the concerned lady did not take any step to rebut all the allegations which the management has brought. According to the provision of NCWA-IV there was scope to consider the prayer of the concerned lady. As she has failed to turn up in course of hearing at this stage I find it difficult to consider her prayer. In the result, the following Award is rendered :—

"The action of management of Bhagaband Celloery of BCCF in denying employment to Smt. Sonia Devi Bhar w/o Late Suresh Bhar in terms of para 9.4.2. of NCWA-IV is justified. Consequently the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 23 नवम्बर, 2001

क्र.आ. 3469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार वा.मो.सी.एल. के प्रवर्तन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनवरत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एन-20012/222/97-आईआर(सी-1)]

एस.एस. गुप्ता, अवस सचिव

New Delhi, the 23rd November, 2001

S.O. 3469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employer, in relation to the management of BCCF and their workmen, which was received by the Central Government on 22nd November, 2001.

[No. 1.22012/222/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 124 of 1998

PARTIES :

Employers in relation to the management of
Bhowra (N) U.G. Mines of M/s. BCCL

AND

Their workman.

APPEARANCES :

On behalf of the workman—Shri S. N. Goswami,
Advocate.

On behalf of the employers—Shri N. Nath
Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dhanbad, the 9th November, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/222/97-I.R.(C-1), dated, the 30th April, 1998.

SCHEDULE

“Whether the action of the management of Bhowra (N) Colliery of M/s. BCCL in denial to regularise the workman Sri Islam Mia as Timber Mazdoor without protection of wages is justified? If not, to what relief is the concerned workman entitled?”

2. In this reference both the parties appeared but only the workman side filed its W.S. The reference then proceeded along its course. Subsequently when the case was fixed for filing W.S. by the management, a Memorandum of settlement under the signature of both the parties was filed before this Tribunal. I heard both the parties on the said settlement petition and I find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly, I accept the said settlement petition and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

MEMORANDUM OF SETTLEMENT
ARRIVED AT BETWEEN

The Management of E.J. Area, M/s. BCCL at &
P.O. Bhowra (Dhanbad)

AND

Their workmen

Namely Sri Islam Mia, Prop. Mazdoor of
Bhowra (N).U.G. Mines

Representing the Management :

1. Sri D. N. Rai, PM (EJ).

2. Sri K. K. Singh, PM, Bh. (N) Colly.

Representing the workman :

1. Sri Islam Mia, Prop Mazdoor, Bhowra (N)
UG Mines (self).

2. Sri Dilip Chakraborty, Area Secy., BCKU,
Bhowra Group.

SHORT RECITAL OF THE CASE

Sri Islam Mia was designated as DCL and posted at Bhowra (N) Colliery. He was deployed as Timber Mazdoor against permanent vacancy and after completion of requisite period he was regularised as Timber Mazdoor in Cat. III w.e.f. 18-1-96. The basic pay of Sri Mia was fixed initially in Cat. III. Being aggrieved by the decision of the management Sri Mia raised an I.D. before the ALC(C), Dhanbad which was registered in Ref. No. 1/14/96 E-5 dated 19-1-96. The conciliation ended in POC and subsequently was referred to the CGIT No. 2, Dhanbad on the following terms of reference :

“Whether the action of the management of Bhowra (N) Colly. of M/s. BCCL in denial to regularise the workman Sri Islam Mia as Timber Mazdoor without protection of wages is justified? If not, to what relief is the concerned workman entitled?”

BCKU took up the matter with the appropriate authority and after deliberation the Competent Authority accorded approval for protection of wages in the regularised category as per guidelines issued by Headquarters and as a result the Settlement was reached on 24-12-99 on the following terms & conditions :—

1. It is agreed that the SPRA of Sri Islam Mia will be protected and his basic pay will be fixed in Cat. III as Rs. 82.66 per day.
2. The Union and the management both will submit their application before the Presiding Officer for declaring No Dispute Award within a week.

3. Financial benefit will accrue with immediate effect only i.e. with effect from 13-5-99.

Sd/-

(D. N. Rai),
Personnel Manager (EJ)

Sd/-

(K. K. Singh)
Personnel Manager,
Bhowra (N) UG Mines.

Sd/-
(Islam Mia)
Prom Mazdoor
Bhowra (N) Colly. (Self)

Sd/-

(Dilip Chakraborty)
Area Secretary,
B.C.K.U., Bhowra Group.

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/243/92-आईआर(सी-I)]

एस.एस. गुप्ता, अवसर पत्रिक

New Delhi, the 23rd November, 2001

S.O. 3470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/243/92-IR(C-I)]

S. S. GUPTA, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 163 of 1993

PARTIES :

Employers in relation to the management of Kedla Open Cast Project of M/s. CCL and their workman.

APPEARANCES :

On behalf of the Workman.—Shri B. B. Pandey,
Advocate.

On behalf of the Employers.—Shri B. Joshi,
Advocate.

STATE : Jharkhand.

INDUSTRY : Coal.

Dated, Dhanbad, the 2nd November, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(243)92-I.R. (Coal-I), dated 21-9-93.

"Whether the conversion and subsequently regularisation from piece rated workers to time rated workers and fixation of their pay without the protection of wages of Shri Benshi Bhuiyan and others of Kedla Open Cast Project by the management of K.O.C.P. of M/s. C. C. Ltd. is justified? If not, to what relief these workman are entitled?"

2 In this reference both the parties appeared and filed their W.S. documents etc. The case then proceeded along its course. Subsequently when the case was fixed learned Advocate for the workman submitted that as the concerned workman is not interested to proceed with the case and necessary Award may be passed, to which no objection was raised on the side of the management. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2001 को प्राप्त हुआ था।

[सं. एल-20012/473/94-आईआर (सी-I)]

एस.एस. गुप्ता, अवसर पत्रिक

New Delhi, the 23rd November, 2001

S.O. 3471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of

BCCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/473/94-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947
Reference No. 151 of 1995

PARTIES :

Employers in relation to the management of M/s.
BCCL, Koyala Nagar, Dhanbad.

APPEARANCES :

On behalf of the workman : Shri S. C. Gaur,
Advocate.

On behalf of the employers : Shri H. Nath,
Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 1st November, 2001

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/473-94-I.R. (Coal-I) dated, the 15th November, 1995.

SCHEDULE

"Whether the action of the management of Koyala Bhawan in referring Shri Alam Bhuiya, Auto Helper to the Medical Board on 23-8-93 is justified? If not, to what relief Shri Alam Bhuiya is entitled to and from which date?"

2. The case of the concerned workman according to the W.S. in brief is as follows :—

The concerned workman in his W.S. submitted that he came in employment as Shale Picker at East Bhuggatdih Colliery on 1-8-65 and at the time of his employment his date of birth was recorded as 1-7-51. Accordingly his said date of birth was entered in all the records such as Form B Register, I.D. Card Register and C.M.P.F. register. The concerned workman submitted that at present he is working at Central Auto Workshop at Koyala Nagar, Dhanbad to the entire satisfaction of the management with unblemished record of service. He submitted that after nationalisation of the said colliery the management served service excerpt to all its employees. He also received a copy of the service excerpt wherein his date of birth was recorded as 1-7-51 i.e. the same age which was recorded in the Form B Register, I.D. Card register and

C.M.P.F. register. As his date of birth was recorded correctly in the service excerpt he did not consider necessary to raise any objection and accordingly returned back the service excerpt with his signature. Thereafter the management issued his new I.D. Card in the year 1995 bearing No. 006557, P. No. 00160374 wherein his date of birth was recorded as 1-7-51. It has been alleged by the concerned workman that in spite of correct recording of his date of birth in all official papers his age was assessed as 50 years as on 24-8-93 i.e. his date of birth was assessed as 24-8-43. The moment he came to know about assessment of his age wrongly he raised his protest. He submitted further there was no occasion on the part of the management to send him before the Apex Medical Board for determination of his age because of the fact that there was no discrepancy in recording his date of birth in different officials records of the management namely Form B Register, I.D. Card register and C.M.P.F. records. He further alleged that the medical board also did not assess his age properly maintaining medical jurisprudence and for which they have assessed his age on the basis of surmise, as no ossification test was done. Accordingly the concerned workman submitted his prayer to pass an Award holding that the action of the management of Koyala Bhawan in referring the concerned workman to the medical board on 23-8-93 was not justified and his date of birth recorded as 1-7-51 in the Form B Register should be treated as final.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the concerned workman asserted in his W.S. The management submitted that the concerned workman was originally an employee of East Bhuggatdih Colliery under M/s. BCCL and transferred to M/s. BCCL's headquarters on 17-11-95 and at present he is working at Central Auto Workshop, Koyala Nagar, Dhanbad. On 31-1-86 complete bio-data of the concerned workman was received through Engineer Incharge, Central Automobile Workshop M/s. BCCL Headquarters and his date of birth was mentioned as 1-7-51 while in Form B Register of East Bhuggatdih Colliery his age was found written as 20 years as on 7-8-65. As per decision jointly taken by the union and the management in general, employees are to be sent to the proper Apex Medical Board for his correct age assessment if the employees concerned have no satisfactory certificate. Since the concerned workman had neither the certificate to this effect he was referred to the Apex Medical Board on 23-8-93. Accordingly, the management submitted that the claim of the concerned workman finds no basis at all and for which his prayer is liable to be rejected.

4. The points for decision in this reference are :—

"Whether the action of the management of Koyala Bhawan in referring Shri Alam Bhuiya, Auto Helper, to the Medical Board on 23rd August, 1993 is justified? If not, to what relief Shri Alam Bhuiya is entitled to and from which date?"

DECISION WITH REASONS

5. It is seen that the concerned workman in order to establish his claim examined himself as witness

while the management to counter the claim of the concerned workman examined three witnesses. From the evidence of the concerned workman as well as from its W.S. it transpires that he got his employment initially at East Bhuggatdih Colliery with effect from 1-8-65. He disclosed that at that relevant time his date of birth was 1-7-51 and that date of birth was duly recorded in the Form B Register, I.D. Card register and C.M.P.F. Register. He disclosed that thereafter in the year 1995 he was transferred to Koyala Bhawan i.e. BCCL's headquarters and working at Central Auto Workshop. It has been disclosed by the concerned workman that inspite of his date of birth recorded in the Form B Register, I.D. Card Register as well as C.M.P.F. Register as 1-7-51 the management without any reason sent him to the Apex Medical Board for assessment of his age and the Medical Board arbitrarily and without maintaining all procedures examined him and assessed his age as 50 years as on 24-8-93 i.e. his date of birth was considered as 24-8-43. He submitted that before sending him to the Medical Board the management issued service excerpt to him wherein also his date of birth was recorded as 1-7-51. He submitted further that as he did not find any anomaly relating to the particulars given in the service excerpt including his date of birth he returned back the same putting his signature thereon. His main allegation that inspite of accepting 1-7-51 at his date of birth the management arranged for his medical examination without any basis. He submitted that the said assessment of his age by the Medical Board was illegal because of the fact that the management have ignored all the official records maintained by them. On the contrary the contention of the management appears to be quite different. Admitting the fact that the concerned workman was initially appointed at East Bhuggatdih Colliery submitted that he was transferred to M/s. BCCL's headquarters in the year 1995 and at present he is working at Central Auto Workshop, Koyala Nagar, Dhanbad. The management submitted that on 31-8-96 they received complete bio-data of the concerned workman through Engineer, Incharge, Central Automobile Workshop of BCCL Headquarters wherein his date of birth was exposed as 1-7-51. On the contrary from the Form B Register of East Bhuggatdih Colliery it transpired that his age was recorded as 20 years as on 7-8-65. Accordingly as serious discrepancy cropped up relating to the age of the concerned workman according to the JBCCI Implementation Instruction No. 76 they forwarded the concerned workman to the Apex Medical Board for assessment of his age. The order during evidence was marked as Ext. W-1. Accordingly, the concerned workman attended the Apex Medical Board on 23-8-93 and his age was assessed by the Medical Board as 50 years as on 23-8-1993. Disclosing this fact the management submitted that they did not commit any mistake in assessing the age of the concerned workman particularly when serious discrepancy to that effect cropped up. In doing so the management relied on JBCCI Implementation Instruction No. 76. According to clause (c) of the said Implementation Instruction No. 76 relating to the procedure for determination procedure of verification of age of employees it is clear that "age determination committee/Medical Board for the above will be constituted by the Management. In the case

of employees whose date of birth cannot be determined in accordance with the procedure mentioned in (B)(i)(a) or (O)(i)(b) above, the date of birth recorded in the records of the company, namely, Form B Register, CMPF records and Identity Cards (untampered) will be treated as final. Provided that where is a variation in the age recorded in the records mentioned above, the matter will be referred to the Age determination committee/Medical constituted by the Management for determination of age". I have considered the Form B Register maintained by East Bhuggatdih Colliery which during evidence was marked as Ext. M-1. From this Form B Register the name of the concerned workman is appearing in Sl. No. 842. From this register it transpires that the age of the concerned workman was recorded as 20 years on 7-8-65 and the concerned workman personally signed column No. 9. This register is maintained by East Bhuggatdih Colliery since before 1965. Therefore at this stage as the records itself is more than 30 years old there is no reason to disbelieve the particulars recorded in this register until and unless any contrary is proved. It is the contention of the concerned workman that he joined at East Bhuggatdih Colliery on 7-8-65. His date of birth in the Form B Register was recorded as 1-7-51. He further disclosed that not only in the Form B Register but also in the I.D. Card Register and C.M.P.F. Register the same date of birth was recorded. Considering the Form B register marked as Ext. M-1 I find no hesitation to say that the submission made by the concerned workman find no basis particularly when he has failed to produce a single scrap of paper to that effect. The concerned workman relied on the Form B Register, I.D. Card Register and service excerpt marked as Exts. W-2, M-2, M-3 in support of his claim. These documents show that the date of birth of the concerned workman was recorded as 1-7-51. These records generally maintained by the management i.e. BCCL. According to the averment of the concerned workman as well as submission of the management it is clear that the concerned workman was transferred to Koyala Bhawan under the management in the year 1975. Accordingly there is sufficient scope to say that while the date of birth of the concerned workman was recorded in the Form B Register and I.D. Card register wherein the age of the concerned workman which was recorded by the East Bhuggatdih Colliery in the year 1925 was not at all considered. Had that been so in view of the case there was scope to say that such discrepancy in recording age of the concerned workman could be averted. This should be, I consider a serious lacunae on the part of the management. However, for that reason the concerned workman is not entitled to get any benefit. It is seen that the concerned workman in course of hearing has failed to produce a single scrap of paper in support of his claim that his date of birth was 1-7-51. He relying on the official record maintained by the management submitted that his date of birth was 1-7-51. The concerned workman submitted that he joined at East Bhuggatdih Colliery on 1-8-65. Therefore, if this date of joining is taken into consideration and also if his date of birth is considered as 1-7-51 in that case I must say that the concerned workman entered into his service only at the age of 14 years which is not only impracticable but

contrary to the provision of Mines Act, 1952. According to Section 40 clause (i) minimum age for getting into the service under the Mines Act is 18 years. Therefore, on the part of the concerned workman there was no scope at all to join his service as Shale Picker at the age of only 14 years. Therefore, I should say that the age of the concerned workman in the Form B Register maintained by East Bhuggatdih Colliery was recorded properly. It was the management who committed mistake in recording the age of the concerned workman in the Form B Register and I.D. Card register when the concerned workman was transferred under them and that mistake was done due to the callousness of the management because of the fact that they did not consider necessary to consult the Form B Register of East Bhuggatdih Colliery. I, therefore, consider that the management did not commit any illegality in referring the concerned workman before the Apex Medical Board for assessment of his age particularly when that gross discrepancy cropped up relating to his age in view of official records consulting the age recorded by the management of East Bhuggatdih Colliery. I also hold that the Apex Medical Board did not commit any mistake in assessing the age of the concerned workman as 50 years as on 24-8-93 without making any arrangement for ossification test. The concerned workman after assessing the age by the medical board without ossification test did not raise any objection at its very initial stage. In this connection a decision reported in S.C.L.J. Vol. I (1994—98) page 1464 may be taken into consideration. In the said decision Their Lordships of the Apex Court held that as the workman did not challenge the opinion of the Medical Board at that stage and as he raised the dispute only after retirement without any justification the same could not be entertained. I, therefore, hold that in view of the facts and circumstances of the case the concerned workman is not entitled to get any relief which he has prayed for. In the result the following Award is rendered :—

“The action of the management of Koyla Bhawan in referring Shri Alam Bhuiya, Auto Helper, to the Medical Board on 23-8-93 is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 23 नवम्बर, 2001

का.आ. 3472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार वी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम में 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-01 को प्राप्त हुआ था।

[सं. ए. 20 12/482/93—आईआर (सी-I)]

एस.एस. गुप्ता, सचिव

New Delhi, the 23rd November, 2001

S.O. 3472.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 22-11-2001.

[No. L-20012/482/93-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 9 of 1995

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 7th November, 2001

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (482) 93-I.R.(Coal-I), dated the 21st February, 1995.

SCHEDULE

“Whether the action of the management of Moonidih Project of M/s. BCCL in reducing the rank of Shri Arbind Roy, Electrical Supervisor is justified. If not, to what relief the workman is entitled to?”

2. In this reference the workman side abstained from appearing before this Tribunal after filing their W.S. Thereafter several notices under Regd. Post were sent to the workman. But inspite of the issuance of notices the workman side did not consider necessary to take further steps in this reference. It reveals from the record that the reference is pending since 1995, and it is of no use to drag the same any more. Under such circumstances, a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2001

AWARD-PART I

का.आ. 3473.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2001 को प्राप्त हुआ था।

[सं. एल-41012/42/98-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 23-11-2001.

[No. L-41012/42/98-IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer,
Reference No. CGIT-2/21 of 1999

Employers in relation to the management of
Western Railway.

The Divisional Railway Manager (Estt.),
Divisional Office,
Western Railway,
Bombay Central,
Mumbai-400 008.

AND

Their Workman

Shri Lakhama Dhakalia,
C/o. L. B. Upadhaya,
30/31, Pragati Shopping Centre,
Malad (East),
Mumbai-400 097.

APPEARANCES :

For the Employer :—Ms. S. D. Gulhane, and
Ms. Delilah Fernandes, Advocates, holding
for Mr. Suresh Kumar, Advocate.

For the Workman :—Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated 21st September, 2001

The Government of India, Ministry of Labour, by its Order No. L-41012/42/98/IR(B-I) dated 22-1-99, have referred the following Industrial Dispute to this Tribunal for adjudication in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 16 of the Industrial Disputes Act, 1947.

“Whether the action of the management of Western Railway, Mumbai is justified in terminating/removing the services of Shri Lakhama Dhakalia? If not, what relief the workman is entitled to?”

2. The workman Lakhama Dhakalia, was appointed as Senior Gang-man in Western Railway on 21-8-72. According to him he is illiterate, he does not know Hindi, English, and understands only adivasi language. He attended his duties properly and with great responsibility. He pleaded that till the year 1989 he had quarrel with his immediate senior officers as they used to give him duties for more than the prescribed period. He protested the same and thereupon it is contended that he was threatened that he would be removed from service, replacing their man. It is contended that he took 8-10 days leave in the year 1990, 10 days in 1991 informing his senior officers. However, inspite of this, senior officers with malafide intention to appoint some other person in his place taking advantage of his illiterateness, taking his thumb impressions under the guise that those under the service rules, he was shown habitual absent and that he was chargesheeted for that on 21-10-92. It is contended he was admitted in the hospital and that during his absence, without giving him copies of chargesheet documents and opportunity imposed penalty of his termination exparte on 15-4-95. He pleaded that he filed appeal against the said order on 15-6-95, but the same was decided without giving him hearing. He approached the A.L.C.(C), however Conciliation failed. It is contended penalty imposed upon him, is harsh and disproportionate. Therefore, the same deserves to be set aside by reinstatement with full back wages. Therefore he prays to reinstate him.

3. Management, Western Railway opposed the claim of the workman by filling Written Statement (Exhibit-6) contending that railway is not an industry and consequently Dhakalia is not a workman. It is contended that railway service is not for any profit motive and that such service fall in union list of Schedule-VII(i) (22) and functions performed by the railway are statutory in nature, is not an industry. It is contended that Dhakalia is a Government Servant/Civil Servant. He is not a workman as defined under section 2(s) of the Industrial Disputes Act. It is further contended that inquiry was conducted as per the provisions of railway servants (Discipline and Appeal Rules-1968) which are framed under article 309 of the Constitution of India, which are not available to industrial workers. The railway discipline rule is a code in itself which cannot be challenged before the industrial court. For all these reasons, the tribunal has no jurisdiction and therefore the reference is

not maintainable. It is contended that Dhakalia was appointed as substitute gangman. He was absent from duty unauthorisedly for 26 days in 1989, 94 days in 1990, 72 days in the year 1991. During this period he had neither intimated the reasons for his absence nor got his leave sanctioned nor obtained leave on medical ground, therefore he was charged for habitual absenteeism from duty without authority, vide chargesheet dtd. 21-10-92. He was habitual absentee, remained absent unauthorisedly for about 2546 days in broken spells and therefore his increments were not drawn regularly. It is contended Dhakalia did not attend the inquiry fixed time to time though given opportunity, therefore the inquiry was conducted ex-parte, and that punishment of removal was imposed and consequently he was removed from service from 26-4-95. It is contended that Dhakalia made false allegations on seeking his tump marks with malafide intention, and that he was falsely involved. It is contended that giving proper opportunity, the inquiry officer concluded the inquiry on 29-11-94 and that appeal filed by him was dismissed. Consequently management prayed for dismissal of claim of Mr. Dhakalia.

4. By filing Rejoinder (Exhibit-7) Dhakalia reiterated the contentions in the claim, denying the recitals in the Written Statement.

5. On the basis of the pleadings my Learned Predecessor framed preliminary issues at Exhibit-10. Dhakalia filed affidavit by way of Examination-in-Chief at Exhibit-13. He was cross-examined by the management and closed evidence vide purshis (Exhibit-14). Management, Western Railway did not lead any oral evidence.

6. Heard the Learned Counsels for the parties. Perused written arguments filed by the workman at Exhibit-15 alongwith the rulings and also gone through the rulings filed by the management with list (Exhibit-19).

7. On going through the record as a whole and perusing the written submissions and hearing the counsels, I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
1. Whether the domestic inquiry which conducted against the workman was against the Principles of Natural Justice ?	Yes.
2. Whether the findings of the inquiry officer are perverse ?	Does not survive
3. Whether the reference is maintainable in view, of the pleadings in the Written Statement ?	Yes, maintainable

REASONS

8. At the threshold, the Learned Counsel for the railway management submits that the workman is governed under section 309 of the Constitution of India, the railway servants DAMR 1968 are framed under the rules. The Central Administrative Tribunal

is established to adjudicate the matters relating to the Central Governments servants. Relying on the Bangalore Water Works case he submits that so far as the employees of railway are concerned this tribunal has no jurisdiction inviting attention of this tribunal to the recitals in the Written Statement. On the other hand, the Learned Counsel Mr. Sawant for the workman submits, by catena of Judgements, it is clear that the railway is an industry and that jurisdiction as conferred upon the tribunal created by statute to deal with specific issues which would not be excluded by virtue of Section 14 of the Administrative Tribunals Act. He has relied on L. Robert D'Souza Vs. Executive Engineer Southern Railway and Anr. 1992 I LLJ pg. 330 (SC) AND C.S.T. Mumbai Vs. Rajan Kumar Mohalik, 2000 III CLR 117(HC). Lakhama Dhakalia was working as Senior Gangman in the Western Railway. On perusal of para. 25 of the Judgment of the Hon'ble Supreme Court referred to above, Dhakalia is a workman within the meaning of Section 2(s) of the Industrial Disputes Act. The Lordship of Bombay High Court in the case referred to above, in para. 4 clearly observed that the Industrial Tribunal has Jurisdiction since Section 15 of the Administrative Tribunal Act ousts the jurisdiction of the Civil Court and confers the same on the tribunal created under the Act. In view of the decisions, I find no force in the submission of Mr. Suresh Kumar. It is therefore clear that this tribunal has jurisdiction to entertain and decide the reference in connection with workman Mr. Dhakalia.

9. So far the domestic inquiry held against the workman Mr. Dhakalia is concerned, according to him he is illiterate. He belongs to Adivasi community. He was not informed on the inquiry, the procedure on the inquiry or the consequences of the inquiry. According to him his thumb impressions were obtained on some papers by the officers and those have been used against him. His contention is that inquiry was against the Principles of Natural Justice. Management did not lead any oral evidence to rebut the above said contention.

10. By way of Written Statement it is contended that since workman habitually remained absent unauthorisedly for about 2546 days in broken spells, he was given chargesheet and that inquiry was fixed on 20-10-93; 1-10-94 and 25-10-94, however, he did not attend the same, and therefore it was proceeded Ex-parte and during the inquiry it was found he habitually remained absent on duty and therefore he was dismissed from service on 26-4-95.

11. On perusing the record it is seen workman put his thumb-mark which shows he is illiterate. In his affidavit by way of Examination-in-Chief (Exhibit-13) he stated that he cannot read and write, and that his thumb impressions were obtained on some papers by the officers and those were used against him. He stated that he attended the office for the inquiry, however nobody came for the inquiry, nor gave him the dates of the inquiry. He deposed in cross examination that he had to give his explanation to the chargesheet, but, it was not accepted, and that he was not given

report of the inquiry officer. As stated above, according to the management inquiry was held ex parte. The inquiry papers filed with list (Exhibit-9) all are in English language which was not known to workman. The workman who was working as a labourer (gang-man), an illiterate adivasi, not knowing English and the inquiry was conducted by the management in English can certainly be said that he suffered prejudice on this ground. For this reliance can be had to *Aoujam Amuba Singh Vs. State of Manipur* 2000 LAB IC 498.

12. The Learned Counsel for the management inviting attention of this court to the points of argument and the rulings filed with list (Exhibit-19) submits that, workman in cross-examination admitted that he was given chargesheet in respect of absentism and he was called for the inquiry, which itself shows that, he was aware on the inquiry but deliberately avoided to attend the same, inviting attention of this tribunal to the case of the management that he was so charge-sheeted for the habitual unauthorised absentism. Therefore, he submits workman who deliberately avoided to attend the inquiry cannot be favoured only because he was illiterate, thereby holding the inquiry vitiated.

13. On perusal of the record nowhere finds that, the charges were explained to the workman in the language known to him and that he understands the same, nor anything to show that he was made to understand the dates of the hearing and in spite of this he failed to attend. The rules of Natural Justice will have to be observed in the conduct of domestic inquiry against the workman. If the allegations are denied by the workman the burden of proving the truth of those allegations will be on the management. At this juncture, the Learned Counsel for the management submits that the inquiry cannot be said to be against the Principles of Natural Justice as the workman himself chosen to remain absent and therefore, there was no alternative except to proceed with the inquiry against him. As stated above record shows inquiry was held without say to the charges and without the presence of the workman and the inquiry papers shows it was conducted in English though the workman is illiterate and knows only adivasi language, there by inquiry vitiated.

14. So far the findings of the inquiry officer are concerned, according to workman they are perverse. As seen from the record inquiry itself vitiated, therefore, there is no need for the tribunal to record any findings regarding perversity, for which reliance can be had to the decision in *CST Mumbai Vs. Rajan Kumar Mohalik* (para. 6) referred to above and consequently issue No. 2 does not survive. Issues are therefore, answered accordingly and hence the order :

ORDER

The domestic inquiry conducted against the workman was against the Principles of Natural Justice. Management is allowed to lead evidence to justify its action.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2001

का.आ. 3474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कांंकण रेलवे कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2001 का प्राप्त हुआ था

[सं. एल-41012/130/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3474.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Konkan Railway Corporation Ltd. and their workman, which was received by the Central Government on 23-11-2001.

[No. L-41012/130/98-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/56 of 1999

Employers in relation to the Management of Konkan Railway Corporation Ltd.
The Chief Engineer (South),
Konkan Railway Corporation Ltd.,
Railway Complex,
M.I.D.C., Mirjole,
Ratnagiri-415 639.

AND

Their Workmen.
Shri U. M. Dongre,
Anthony Misquitta Chawli,
Padmavati Building,
Azad Road, Vile Parle (East),
Mumbai-400 057.

APPEARANCES :

For the Employer—Mr. R. S. Samant, Advocate.

For the Workmen—Mr. Jaiprakash Sawant, Advocate.

Mumbai, dated, 8th October, 2001

AWARD

The Central Government by its Order No. L-41012/130/98-IR(B-1), dated 25-2-1999, has referred the

following dispute between the Employers in relation to the management of Chief Engineer (South), Konkan Railway Corporation Ltd., Ratnagiri and their workman for adjudication to this tribunal:—

"Whether the action of the Chief Engineer (South), Konkan Railway Corporation Ltd., Ratnagiri in terminating the service of Shri U. M. Dongre, ex-driver w.e.f. 15-6-93 is legal and justified? If not, to what relief the workman is entitled for?"

2. The averment in the Statement of Claim of workman Shri Dongre are as follows:

The workman was employed by the Chief Engineer (South) Konkan Railway Corporation Ltd., Ratnagiri in the post of 'Driver' w.e.f. 17-5-1991. Then he was placed in the regular grade of Rs. 950--1500. He was granted annual increment in the said grade and his basic was increased from Rs. 950--970. It is contended all of a sudden, on a charge of 'unsatisfactory' service workman's services were terminated on 15-6-93. The workman therefore, approached the Assistant Labour Commissioner (C), however, the conciliation failed. Therefore, the instant reference, for reinstatement with all consequential benefits.

3. The employer opposed the claim of Dongre by filing their Written Statement (Exhibit-8), contending that workman was appointed as driver on 17-5-91 on wages of Rs. 40 per day. It was for a specific period expiring on 17-11-91. The workman accepted the said appointment as per the terms and conditions of the letter of appointment. He was offered an appointment to the same post in the grade of Rs. 950—1500 on 1-8-92 purely on contract basis initially for a period of one year which could be extended for further period of 3-4 years, if the services of the workman found satisfactory. It is contended as employment was on contract basis which he had accepted at the time of appointment, his appointment was terminable during the contract period by giving one months notice on either side, for which he was not entitled to any lien. It is contended workman's work was not satisfactory, he was given oral warnings several times, but, he did not improve. Therefore, his services were terminated w.e.f. 15-6-93 under Rule-8, Sub-Rule (vi) Clause (d) of the Konkan Railway Corporation Ltd's Disciplinary and Appeals Rules. Therefore he is not entitled to any relief and his claim is liable to be dismissed.

4. My Learned Predecessor framed issues (Exhibit-11) on the basis of the pleadings. Workman, Dongre filed his affidavit by way of Examination-in-Chief (Exhibit-12) and after his cross-examination by the management, closed evidence vide purshis (Exhibit-13). Employer's Assistant Personnel Officer, Shri B.B. Nikam filed affidavit by way of Examination-in-Chief (Exhibit-14) and after his cross-examination by workman management closed evidence vide purshis (Exhibit-15).

5. Heard the Learned Counsel for both the parties Perused the written submissions of both sides (Ex-16 and 17). On going through the record as a whole and

hearing the counsels I record my findings on the following issues for the reasons mentioned below:

Issues	Findings
1. Whether the workman is in continuous employment of the management?	Yes.
2. Whether the management did not comply with the provisions of retrenchment while terminating his services?	Yes
3. Whether the action of the management is in conformity with the Konkan Railway Corporation Limited Disciplinary and Appeal Rules?	No.
4. Whether the action of the management in terminating the services of Shri U. M. Dongre, Ex-driver w.e.f. 15-6-93 is legal and justified?	No.
5. If not, what relief the workman is entitled to?	As per order below.

REASONS

6. Admittedly Shri Dongre was appointed as a driver w.e.f. 17-5-91 up to 17-11-91 and subsequently he was appointed in the grade of Rs. 950--1500 for a period of one year by letter dated 1-8-92, which could be extended for a further period of 3-4 years. All these letters of appointment mention his appointment was purely for a specific period and his services were liable to be terminated with one months notice during the contract period or extended period. Workman Dongre stated that on his application he was appointed and while seeking employment he had accepted the terms and conditions of the appointment letter. He admits that his appointment was for a specific period and it was extended and that he had accepted the terms and conditions of service in the letters referred to above. He admits that his appointment was on contract basis. This evidence clearly goes to show that the workman accepted the terms and conditions under which he was appointed on contract basis by the employer.

7. Now point crops on "Whether he was in continuous employment?". Management's Assistant Personnel Officer, Mr. Nikam admits in cross-examination, para 16 that the workman since beginning worked as a driver, duties performed by him were like that of the duties of a permanent driver, he was granted annual increment every year, he was member of Konkan Railway Corporation Ltd. Provident Fund account. Nowhere suggested the workman, that he was not in continuous service. It is, therefore, clear that workman has been in continuous service for more than 240 days in each calendar year, as contemplated under the Industrial Disputes Act, Issue No. 1 is therefore, answered accordingly.

8. As stated above, workman entered the service of the Konkan Railway Corporation Ltd. on 17-5-91 on contract basis initially for a particular period and it was extended thereafter periodically, till his services

were terminated on 15-6-93, which is not in dispute. On perusal of the definition of 'employee' incorporated in Konkarn Railway Corporation Ltd. Discipline and Appeal Rules, means the Personnel in employment of the undertaking other than the casual work charge or contingent staff, but, includes the person on deputation of the Corporation. The workman is not a casual since he has been appointed in the pay scale of Rs. 950—1500, which is the pay scale of permanent employee. Management's witness Mr. Nikam admits that, workman was eligible for travelling allowance, medical reimbursement and leave allowances as per existing rules of the Corporation. The appointment letters on record reveal that the workman is governed by the Discipline, conduct and other rules as is applicable to the employee of the Corporation. Therefore as per the definition, the workman is to be considered as an employee of the Konkarn Railway. The Learned Counsel for the management Shri Samant at this juncture urged with force that, the workman was appointed only on contract basis for a limited period, therefore his services could be terminated without complying the provisions of Section 25F of the Industrial Disputes Act. Management's witness Mr. Nikam stated that annual increments are granted as routine matter. According to him, services of workman were not satisfactory and therefore, by one month's notice his services were terminated. It is to be noted that, he admits in cross-examination para. 18 that, workman was not given any written warning nor anything to show that on what strength the management assessed his performance as 'unsatisfactory'. The Discipline and Appeal rules which gives the list of misconduct in Rule (5) does not point out that 'not satisfactory' is 'Misconduct'. Rule 10(1) of the said rules stipulates that no order imposing any of the major penalties specified in Clause (f)(g)(h)(i) of rule-8 shall be made except after the inquiry is held in accordance with this rule. Termination of an employee from service is a major penalty as per Rule-8(h). Admittedly, in the case on hand, no inquiry was held before termination of the workman. Therefore question arises 'Whether terminating the services of workman without an inquiry as contemplated under Rule-10(1) is proper. The Learned counsel for the management Shri Samant argued that the appointment of workman herein is an ad-hoc appointment, for a limited period and his appointment comes to an end at the expiry of the period and he has no right to be regularised relying on the decision of Director, Institute of Management Development, U.P. and Pushpa Srivastav 1993 I I I I pg. 190. In the case on hand, workman Dongre does not make the demand for regularising his services. He has challenged the termination before complying the provisions of Section 25-F of the Industrial Disputes Act. The termination is not by virtue of efflux of time, but, on the ground that his services were not satisfactory. As stated above nothing to show that workman was ever given any letter complaining on his work. The appointment letters show that they are for a particular period provided his work is satisfactory and his services could be terminated by issuing one month's notice. Workman was in continuous service, he was given one increment. In the above circumstances, the contention of the management, that services of the workman were not 'satisfactory' is not at all acceptable. Mr. Samant then relied on Unit Trust of India & Ors. Vs. T. Bijay Kumar & Anr. 1993 I I I I pg. 240. He

submitted that 'unsatisfactory' performance during probation period, service of workman could be terminated. In the case relied as above, the impugned order did not show anything which would amount to stigma, whereas in the case on hand, the services of workman are terminated as 'not satisfactory' and that the workman was not on probation. Therefore the above said decision, is no avail for the management. Mr. Samant submits that regularisation cannot be made as a rule of thumb, merely on the basis of completion of certain years of service by an employee. The relief sought for by the employee is not regularisation. Workman's contention is that the order terminating his service after putting nearly three years of continuous service is without complying the provisions of Industrial Disputes Act. On continuous service of 240 days in a calendar year, the workman has earned the right to be made permanent. However, inspite of that, his services were terminated.

9. So far the contractual services is concerned, if the contract or a clause in a contract is a result of the weaker bargaining power of the employee who, being jobless has no option but to accept the terms on which the job is offered, such a contract or clause in the contract, can only be regarded as unreasonable, unconscionable, unfair and lacking in mutuality and therefore opposed to public policy within the meaning of Section 23 of the Contract Act. For this a reliance can be had to Modern Food Industries Vs. M. D. Juvekar 1988 II LLJ pg. 534. In view of the said ruling, since the employer Konkarn Railway Corporation has entered into unreasonable and unfair contract with the workman is opposed to public policy, wants to take advantage of the same for terminating the services of the workman cannot be approved.

10. It is in the evidence of management's witness Mr. Nikam that some recruitment of drivers by Konkarn Railway might have taken place after 1993. This shows that the appointment given to the workman is not one, which come to an end on account of the completion of the work for which he was appointed i.e. no work oriented appointment. It is therefore clear that termination of the workman comes consequently under the definition of the word 'retrenchment'. It was done without complying with the provisions of Section 25-F of the Industrial Disputes Act. The Principles of Natural Justice are violated. The action of management is not in conformity with the rules and therefore considering the evidence as a whole, the action of the management in terminating the service of Shri Dongre w.e.f. 15-6-93 is neither legal nor justified. Therefore he is entitled to the order of reinstatement, with back wages. Issue Nos. 2 to 4 are therefore answered accordingly and hence the order :

ORDER

The action of the Chief Engineer (South), Konkarn Railway Corporation Ltd., Ratnagiri in terminating the services of Shri U. M. Dongre, Ex-driver, w.e.f. 15-6-1993 is not legal and not justified.

Management is directed to reinstate the workman and pay him back wages, with continuity in service.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2001

का.आ. 3475 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2001 को प्राप्त हुआ था।

[सं. एल-12012/105/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3475.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 23-11-2001.

[No. L-12012/105/98-IR(B-1)]
AJAY KUMAR, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

प्रकरण संख्या :—सीजीआईटी-जे/5/99

निर्देश संख्या :—एल-12012/105/98-आई आर (बी-1)

दिनांक : 31/12/1998

राजकुमार कश्यप पुत्र श्री मंगलराम कश्यप

द्वारा अरविन्द सिंह सेंगर

उपाध्यक्ष रेलवे केज्युअल लेबर यूनियन,

प.सं. 33/69

डागा स्कूल के पास, बीकानेर

—प्रार्थी

बनाम

1. भारतीय स्टेट बैंक जिरिये क्षेत्रीय मैनेजर
भारतीय स्टेट बैंक, 5 नेहरू प्लेस, टॉक रोड,
जयपुर (राज.)
2. भारतीय स्टेट बैंक (कृषि विकास शाखा)
हनुमानगढ़ टाउन,
जिला हनुमानगढ़ (राज.)
3. शाखा प्रबंधक, भारतीय स्टेट बैंक शाखा ब्रह्मसर,
तहसील रावतसर, जिला हनुमानगढ़ (राज.)
4. शाखा प्रबंधक, भारतीय स्टेट बैंक
नई मंडी शाखा, हनुमानगढ़ जं.
जिला हनुमानगढ़ (राज.)

—प्रप्रार्थीगण

उपस्थित

प्रार्थी की ओर से : श्री बी.बी.एल. शर्मा, अधिवक्ता

अप्रार्थी की ओर से : श्री यशपाल गर्ग अधिवक्ता

पंचाट की तिथि : 18-10-2001

पंचाट

केन्द्र सरकार के द्वारा निम्न औद्योगिक विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा एक के खंड (घ) के प्रावधानों के अंतर्गत उक्त आदेश के जरिये न्याय निर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the management of State Bank of India, Jaipur is justified in terminating the services of the workman Shri Rajkumar Kashyap w.c.f. 6-4-96? If not, to what relief the workman is entitled to?”

प्रार्थी द्वारा स्टेटमेंट ऑफ क्लेम किया गया जिसमें उल्लेख किया गया कि उसकी नियुक्ति भारतीय स्टेट बैंक (जिसे बाद में बैंक कहा गया है) की शाखा नई मंडी में पानीवाला चपरासी के पद पर आकस्मिक सेवक के रूप में हुई। तत्पश्चात् उसका स्थानांतरण कृषि विकास शाखा, हनुमानगढ़ किया गया एवं तत्पश्चात् दिनांक 25-12-87 को बैंक की ब्रह्मसर शाखा में मौखिक आदेश द्वारा स्थानांतरण कर दिया गया जहां उसने फरवरी 1988 तक कार्य किया व पुनः मौखिक आदेश द्वारा उसका स्थानांतरण नई मंडी शाखा कर दिया गया। बैंक की शाखा नई मंडी के शाखा प्रबंधक द्वारा दिनांक 6-4-96 को मौखिक आदेश से उसे सेवा से विमुक्त कर दिया गया। उसने बैंक की विभिन्न शाखाओं में एक कैलेंडर वर्ष में 240 दिन से अधिक कार्य किया। सेवामाप्ति से पूर्व उसे न तो नोटिस दिया गया न नोटिस वेतन व न क्षतिपूर्ति। सेवा समाप्ति करने समय कोई खरिफ्टता सूची भी घोषित नहीं की गयी व ‘पहले आये पीछे जाये’ के सिद्धांत की भी पालना नहीं की गयी। उससे कनिष्ठ कर्मचारी जगदीश शर्मा को बैंक की ब्रह्मसर शाखा व ओम सिंह राजपूत को बैंक की नई मंडी शाखा में स्थायी नियुक्त कर दिया गया। उसे बीक-बीक में विपक्षी द्वारा हटाया जाता था व पुनः रख लिया जाता था जो अनुचित श्रम व्यवहार के तहत आता है। बैंक के प्रधान कार्यालय नई दिल्ली द्वारा दिनांक 1-5-1991 को विज्ञापन प्रकाशित किया गया कि ऐसे स्थायी पूर्ण कालिक या अंश कालिक दैनिक मजदूर जिन्होंने बैंक में संदेशवाहक/फर्गन/कुली/स्वीपर अथवा बैंक गार्ड के रूप में कार्य किया हो और जिन्हें आपस में तय किया गया दैनिक वेतन दिया जाता था और जिन्होंने कम से कम 12 कैलेंडर महीनों में या उससे कम अवधि के किसी सतत ब्लॉक में 240 दिनों की अस्थायी सेवा या 36 कैलेंडर महीनों के किसी सतत ब्लॉक में 270 दिनों की कुल सेवा या किसी कैलेंडर वर्ष में 30 दिनों की कुल अस्थायी सेवा या 1-7-1975 के बाद और 31-7-1988 तक 36 कैलेंडर महीनों के किसी सतत ब्लॉक में

कम से कम 70 दिनों की कुल अस्थायी सेवा किसी मोड़यूल (क्षेत्रीय कार्यालय) जैसा कि 31-7-1988 को वर्तमान था। परिभाषित किया जा चुका था के अन्तर्गत किसी एक या अधिक शाखाओं या कार्यालयों में की हो वे पूर्णकालिक या अंशकालिक रिक्तियों पर स्थायी नियुक्ति के लिए आवेदन कर सकते हैं। प्रार्थी ने शाखा प्रबंधक को उक्त शपथ के अनुसरण में आवेदन प्रस्तुत किया। प्रार्थी की सेवा समाप्ति अधिनियम की धारा 25 एफ, जी, एच, बी एवं 25 एन के प्रावधानों के विरुद्ध की गयी। प्रार्थना की गयी कि प्रार्थी को सेवा समाप्ति दिनांक 6-4-96 से पूर्ववत् नियोजन दिये जाने तक पूरा वेतन भत्ता एवं समस्त सेवा लाभ दिलाया जाए।

विपक्षी द्वारा प्रस्तुत जवाब में उल्लेख किया गया कि प्रार्थी व बैंक के बीच कर्मकार व नियोजक का संबंध नहीं है। प्रार्थी अधिनियम, 1947 की धारा 2 के अन्तर्गत कर्मकार नहीं है। केन्द्रीय कार्यान्वयन समिति द्वारा स्थानीय कार्यान्वयन समिति (जिसे बाद में समिति कहा गया है) जो कि शाखा में होती है को कुछ फण्ड आवंटित किये जाते हैं। समिति बैंक कर्मचारियों की एक समिति है जिसमें अधिकारी व अन्य कर्मचारी सम्मिलित हैं। केन्द्रीय ब्याँ की सेवाएँ समिति द्वारा ली जाती हैं तथा केन्द्रीय ब्याँ बैंक में कर्मचारियों को व आगतुकों को चाय व सनेक्स आदि सप्लाई करता है। बैंक का समिति पर किसी प्रकार का नियंत्रण नहीं होता है। केन्द्रीय ब्याँ की सेवाएँ केवल समिति द्वारा ही ली जाती हैं जिसमें बैंक का कोई खल नहीं होता है। प्रार्थी को समिति द्वारा केन्द्रीय ब्याँ के रूप में रखा गया था इसलिए उसकी बैंक द्वारा नियुक्ति का प्रश्न ही उत्पन्न नहीं होता है। प्रार्थी राजस्थान पत्रिका में प्रकाशित विज्ञापन दिनांक 1-5-1991 के आधार पर नियुक्ति के लिए उपरोक्त वर्णित कारणों के आधार पर पत्र नहीं था। प्रार्थी ने विज्ञापन के आधार पर कोई आवेदन भी नहीं दिया। अगर वह आवेदन करता तो उस पर नियमानुसार विचार किया जाता कि वह विज्ञापन के अनुसार नियुक्ति का पात्र है अथवा नहीं। प्रार्थी ने बैंक की कृषि विकास शाखा, हनुमानगढ़, ब्रह्मसर शाखा तथा नई मंडी शाखा, हनुमानगढ़ में पानीवाला/चपरासी के पद पर आकस्मिक श्रमिक के रूप में कभी कार्य नहीं किया। अतः उसका एक शाखा से दूसरी शाखा में स्थानांतरण किए जाने का प्रश्न उत्पन्न नहीं होता। प्रार्थी ने बैंक की नई मंडी व कृषि विकास शाखा हनुमानगढ़ में समिति के अधीन केन्द्रीय ब्याँ के रूप में कार्य किया तथा उसकी नियुक्ति समिति द्वारा की गयी।

प्रार्थी ने दिनांक 1-8-1985 से 31-7-1988 के बीच बैंक की शाखाओं में अप्रैल 1986 से दिसम्बर 1986 तक कुल 49 दिन, वर्ष 1988 में मार्च 88 को एक दिन केन्द्रीय ब्याँ रहते हुए बैंक के कर्मचारी के अवकाश पर जाने के कारण पीने का पानी व सफाई के लिए पानी भरने का कार्य किया है। प्रार्थी को बैंक ने कभी नियुक्ति नहीं दी। इसके अतिरिक्त प्रार्थी ने बैंक की ए.डी.बी. शाखा में सन् 1986 में 6 दिन, सन् 1987 में 17 दिन पीने और

सफाई के लिए केन्द्रीय ब्याँ रहते हुए पानी भरा। प्रार्थी ने बैंक की ब्रह्मसर शाखा में वर्ष 1988 में जनवरी 1988 से मार्च 1988 तक कुल 26 दिन पीने का पानी व सफाई के लिए पानी भरा था। इसके अतिरिक्त उसने अन्य किसी शाखा में कार्य नहीं किया। अप्रार्थी द्वारा प्रार्थी की सेवामुक्ति दिनांक 6-4-96 को किये जाने से अस्वीकार किया गया। अप्रार्थी के द्वारा अधिनियम की धारा 25 एफ, जी एवं एच का उल्लंघन किये जाने से भी इंकार किया गया।

क्लेम के समर्थन में प्रार्थी का स्वयं का एवं कमल कृष्ण जुल्का का शपथ पत्र प्रस्तुत किया गया जिनपर प्रतिपरीक्षा करने का अवसर अप्रार्थीगण के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में असफल बार्ता प्रतिवेदन व उसके साथ संलग्नक प्रस्तुत किये गये। अप्रार्थी को ओर से महेन्द्र कुमार बत्रा एवं प्रेमचंद सारस्वत के शपथ पत्र प्रस्तुत किये गये जिनपर प्रतिपरीक्षा प्रार्थी के अधिवक्ता द्वारा की गयी। बहस सुनी गयी एवं पत्रावली का अवलोकन किया गया।

अभिलेख पर उपलब्ध साक्ष्य एवं पक्षकारों के विद्वान अधिवक्ताओं के तर्कों के आधार पर निम्नांकित बिन्दुओं पर विचार करना है:

1. आया प्रार्थी ने बैंक की विभिन्न शाखाओं में 21-8-1982 से दिनांक 6-4-1996 तक आकस्मिक श्रमिक के रूप में कार्य किया?
2. आया प्रार्थी व बैंक के बीच कर्मकार तथा नियोजक का संबंध नहीं था?
3. आया अप्रार्थी द्वारा प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25 एफ, जी एवं औद्योगिक विवाद (केन्द्रीय) नियम, 1957 (जिसे बाद में नियम, 1957 कहा गया है) के नियम 77 का उल्लंघन कर की गयी?
4. प्रार्थी क्या सहायता प्राप्त करने का अधिकारी है?

बिन्दु 1 एवं 2: प्रार्थी का कथन है कि उसने 21-8-1982 से 24-12-1987 तक बैंक की शाखा नई मंडी में पानीवाला व चपरासी का कार्य किया। तत्पश्चात् मौखिक स्थानांतरण होने पर 25-12-1987 से फरवरी 1988 तक शाखा ब्रह्मसर में कार्य किया। उसे पुनः मौखिक आदेश से बैंक की नई मंडी शाखा में लगा दिया गया जहाँ दिनांक 6-4-1996 को दोपहर बाद मौखिक आदेश से सेवामुक्त कर दिया गया। प्रतिपरीक्षा में उसने स्वीकार किया है कि वह केन्द्रीय ब्याँ का भी कार्य करता था। भुगतान उसे बैंक करती थी। भुगतान बैंक पर शाखा प्रबंधक व अध्यक्ष का हस्ताक्षर होता था। प्रार्थी की ओर से प्रस्तुत साक्षी कमल कृष्ण जुल्का का कथन है कि वह मई 1985 से जुलाई 1989 तक बैंक की नई मंडी शाखा, हनुमानगढ़ में शाखा प्रबंधक के पद पर कार्यरत था। उसके कार्यकाल के दौरान प्रार्थी ने 18 माह अर्थात् लगभग 550 दिन कार्य किया। प्रार्थी शाखा प्रबंधक के नियंत्रण में कार्य करता था व प्रार्थी को भुगतान पैटी कैंश द्वारा किया जाता था। उसने इस

बात से इंकार किया है कि प्राची ने केन्टीन ब्याँच का कार्य किया है। उसने प्राची के कार्य दिवसों की संख्या विपक्षी के द्वारा प्रस्तुत किये गये रिकार्ड संलग्नक ए और बी के आधार पर बताया कहा है।

विपक्षी की ओर से प्रस्तुत सक्षी महेन्द्र कुमार बत्ता का कथन है कि वह बैंक की नई मंडी शाखा, हनुमानगढ़ में कार्यवाहक शाखा प्रबंधक के रूप में जुलाई 1999 से कार्यरत है। प्राची ने समिति के अधीन केन्टीन ब्याँच के रूप में कार्य किया है। उसने बैंक के कर्मचारी के रूप में कभी कार्य नहीं किया है। समिति उसे मजदूरी का भुगतान करती थी। प्राची ने सन् 1986 में 49 दिन, सन् 1988 को एक दिन तथा इस प्रकार कुल 50 दिन आकस्मिक श्रमिक के रूप में पीने व सफाई के लिए पानी भरने का कार्य किया है जिसका भुगतान उसे कर दिया गया था। उक्त कार्य प्राची ने 15 से 20 मिनट के अंदर किया। प्रतिपरीक्षा में उसका कथन है कि उसने प्राची से संबंधित कोई रिकार्ड नहीं देखा व इस बारे में जानकारी नहीं है कि प्राची ने कितने दिन कार्य किया। असफल वार्ता प्रतिवेदन प्रदर्श डब्ल्यू 1 के साथ संलग्नक व क्षेत्रीय कार्यालय पलावसी का उसने अवलोकन किया है। विपक्षी के साक्षी प्रेमचंद सारस्वत का कथन है कि वह बैंक की कृषि विकास शाखा, हनुमानगढ़ में शाखा प्रबंधक की हैसियत से सितम्बर 2000 से कार्यरत है। प्राची ने समिति के अधीन केन्टीन ब्याँच का कार्य किया है। बैंक के कर्मचारी के रूप में कभी भी कार्य नहीं किया है। समिति प्राची को मजदूरी का भुगतान करती थी। प्राची ने उक्त शाखा में केन्टीन ब्याँच के रूप में कार्य करते हुए सन् 1986 में 6 दिन, सन् 1987 में 17 दिन (कुल 23 दिन) पीने का पानी व सफाई के लिये पानी भरने का कार्य किया है जिसका भुगतान उसे कर दिया गया। प्राची प्रा. 9 बजे से शाम के 3 बजे तक केन्टीन में भी रहता था व समिति का केन्टीन चलाता था। प्रतिपरीक्षा में उसने कहा कि समिति बैंक की तरफ से होती है जिसमें क्लेरिकल स्टाफ सचिव होता है और शाखा प्रबंधक पदेन अध्यक्ष होता है। केन्टीन ब्याँच समिति के अधीन कार्य करता है। आन्तरिक कार्यालय से जो सूचना प्राप्त हुई उसके आधार पर उसने प्राची के कार्य दिवसों का उल्लेख किया है।

प्राची के स्वीकार करने से इस बारे में कोई विवाद नहीं रहता कि प्राची ने बैंक की कृषि विकास शाखा व नई मंडी शाखा में केन्टीन ब्याँच का कार्य किया है। कमल कृष्ण जुल्का का यह कथन कि प्राची ने केन्टीन ब्याँच के रूप में कार्य नहीं किया है स्वीकार किये जाने योग्य नहीं है। कमल कृष्ण जुल्का का यह कथन कि प्राची ने कितने दिन कार्य किया असफल वार्ता प्रतिवेदन के साथ संलग्नक के आधार पर आधारित है। यह उल्लेख करना उचित होगा कि प्राची द्वारा दिनांक 30-8-1999 को एक आवेदन प्रस्तुत किया गया था जिसमें उल्लेख किया गया था कि अप्राची को निर्देश दिया जाये कि या तो उसके द्वारा सहायक श्रमायुक्त (केन्द्रीय), जयपुर के सक्ष जवाब दिया है उसे स्वीकार करे अन्यथा वैतन भुगतान बिल न्यायालय में पेश करे। प्राचीना पत्र के साथ समझौता अधिकारी के समक्ष जवाब डब्ल्यू 1 और संलग्नक भी प्रस्तुत किये गये। यद्यपि अप्राची द्वारा उक्त प्रलेखों को स्वीकार नहीं किया गया व प्राची से संबंधित अभिलेख बाढ़ घातों के कारण नष्ट हो जाने का उल्लेख किया है परन्तु अप्राची की ओर से इसका खंडन भी नहीं किया गया कि जवाब प्रदर्श डब्ल्यू 1 व उसके साथ संलग्नक सहायक श्रमायुक्त के समक्ष उसके द्वारा प्रस्तुत नहीं किये गये। यहाँ यह भी उल्लेख करना उचित होगा कि प्राची का कथन है कि अप्राची ने अभिलेख न दिखाने की गज से लापता कर दिया है जबकि घनश्याम रेगर की रिकार्ड उसने सौंपा था। घनश्याम रेगर का इस बारे में कोई शपथ पत्र प्रस्तुत नहीं किया गया है। ऐसी वशा में यह निष्कर्ष नहीं निकाला जा सकता कि महेन्द्र कुमार बत्ता व प्रेमचंद सारस्वत का कथन कि बाढ़ घातों के कारण प्राची से संबंधित रिकार्ड नष्ट हो गया, भरोसा किये जाने योग्य नहीं है। प्राची स्वयंने विपक्षी के द्वारा सहायक श्रमायुक्त के समक्ष प्रस्तुत जवाब प्रदर्श डब्ल्यू 1 व उसके साथ संलग्नकों पर भरोसा किया है। असफल वार्ता प्रतिवेदन प्रदर्श डब्ल्यू 1 में विपक्षी द्वारा स्वीकार किया गया कि प्राची ने आकस्मिक कार्य हेतु भिन्न-भिन्न समय पर भिन्न-भिन्न शाखाओं में कार्य किया। उसकी आवश्यक सेवाओं में ज्यादातर पीने और सफाई के लिये पानी भरने का कार्य था। प्राची ने आकस्मिक कार्य 100 दिन ही किया है। अप्राची द्वारा प्राची के केन्टीन ब्याँच के रूप में कार्य करना स्पष्ट बताया गया। प्रदर्श डब्ल्यू 1 के साथ संलग्नक प्रदर्श ए व बी में प्राची के कार्य दिवसों की संख्या का उल्लेख किया गया है, जो निम्न प्रकार है :—

ANNEXURE 'A'

ENCLOSURE OF CASE NO. JP/07/99/96 OF ALC

New Mandi

A.D.B.

Bramsar

Total

HANUMANGARH

HANUMANGARH

Days

WAGES OF WATER FILLING AND CANTEN BOY

Month Year Days/Months

Days/Months

Days/Months

August 1982

06 Days

September 1982

05 Days

February 1983

28 Days

July to

September 1983

03 Months

03 Months 28 Days

July to October 1984	04 Months	04 Months
January 1985	01 Months	
June to December 1985	07 Months	08 Months
January to April 1986	04 Months	
June to November 1986	06 Months	10 Months
January to March 1996	03 Months	03 Months

ANNEXURE 'B'

ENCLOSURE OF CASE NO. JP/07/99/96 OF ALC

New Mandi	A.D.B.	Bramsar	Total Days
Hanumangarh	Hanumangarh		
Wages of Water Filling & Canteen Boy			
01-08-1985 to 31-07-1988			
March 1986	05 Days		05 Days
April 1986	25 Days		25 Days
May 1986	24 Days		24 Days
December 1986	01 Days		01 Days
January 1987	01 Days		01 Days
August 1987	05 Days		05 Days
September 1987	06 Days		06 Days
October 1987	03 Days		03 Days
November 1987	01 Day		01 Day
December 1987	01 Day		01 Day
January 1988		21 Days	21 Days
February 1988		06 Days	06 Days
March 1988	01 Day		01 Day
Total	50 Days	27 Days	100 Days

संलग्नक ए के अनुसार केन्टीन ब्याँच व पानी भरने के लिए सन् 1982 में 11 दिन, सन् 1983 में 3 माह 28 दिन, सन् 1984 में 4 माह, सन् 1985 में 8 माह, सन् 1986 में 10 माह तथा सन् 1996 में 3 माह की मजदूरी का भुगतान किया गया है। संलग्नक बी के अनुसार प्रार्थी को सफाई एवं पानी भरने के लिये सन् 1986 में नई मंडी हनुमानगढ़ शाखा में 49 दिन, कृषि विकास शाखा में 6 दिन, सन् 1987 में कृषि विकास शाखा, हनुमानगढ़ में 17 दिन, सन् 1988 में बैंक की नई मंडी शाखा, हनुमानगढ़ में एक दिन व ब्रह्मसर शाखा में 27 दिन तथा इस प्रकार कुल 100 दिन की मजदूरी का भुगतान किया गया है। यह उल्लेख करना उचित होगा कि सन् 1989 से 1995 के बीच प्रार्थी का नातो केन्टीन ब्याँच के रूप में और न ही बैंक में किसी अन्य कार्य करने का उल्लेख किया गया है। प्रार्थी स्वयं ने भी स्टेटमेंट ऑफ क्लेम में यह उल्लेख नहीं किया कि उसने ब्रह्मसर शाखा में फरवरी, 88 तक कार्य करने के पश्चात् नई मंडी शाखा में कब से कार्य करना प्रारंभ किया। प्रार्थी ने शपथ पत्र में भी ऐसा उल्लेख नहीं किया है। इस प्रकार यह प्रमाणित नहीं होता है कि प्रार्थी ने सन् 1989 से 1995 के बीच बतौर केन्टीन ब्याँच अथवा किसी अन्य रूप में बैंक की किसी शाखा में कार्य किया। प्रार्थी 6-4-1996 को अपनी सेवाभूक्ति बजाता है। उसके द्वारा सन् 1996 में केवल तीन माह संलग्नक ए के अनुसार केन्टीन ब्याँच एवं पानी भरने वाला के रूप में कार्य किया जाना प्रमाणित होता है। प्रार्थी सन् 1989 से 1995 के बीच तो बैंक में कार्यरत रहा और न ही केन्टीन ब्याँच के रूप में। इस प्रकार सन् 1982 से सन् 1988 तक के

बीच उसके द्वारा बैंक में अथवा केन्टीन ब्याँच के रूप में कार्य किये जाने का विवरण सुसंगत नहीं है। प्रार्थी के विवात अधिकता ने तर्क दिया है कि केन्टीन ब्याँच रहते हुए भी प्रार्थी को बैंक के नियोजन में माना जाये। उन्होंने अपने तर्क के समर्थन में 2000 लैब आई. सी. पेज 1495 (एस. सी.) इंडियन ओबेडिन्सीज बैंक बनाम आई.ओ.बी. स्टाफ केन्टीन वर्क्स यूनियन व अन्य, जे.टी. 2001 (2) एस. सी. 608 इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड व एक अन्य बनाम अधिक सेवा व एक अन्य, जे.टी. 2001 (2) एस. सी. 376 ब्रह्मसर फीज लिमिटेड आदि बनाम स्टेट बैंक फर्नाटक आर.एस.एन.ए. 1992 (2) पेज 400 छोट्टरम बनम स्टेट बैंक राजस्थान व जे.टी. 2001 (1) एस. सी. पेज 36 बी.एस.टी. इण्डस्ट्रिय लिमिटेड बनाम बी.एस.टी. इण्डस्ट्रिय वर्क्स यूनियन व अन्य को उद्धृत किया है।

दूसरी ओर प्रार्थी के विवात अधिकता ने अपने तर्क के समर्थन में ए.आई.आर. 2000 एस.सी. पेज 1518 स्टेट बैंक आफ इंडिया व अन्य बनाम स्टेट बैंक ऑफ इंडिया केन्टीन एम्प्लॉय यूनियन को उद्धृत किया है। 2000 लैब. आई.सी. पृष्ठ 1495 के मामले में केन्टीन बैंक ब्रमीजेज में 15 वर्ष से भी अधिक समय से निरंतर चलाई जा रही थी। केन्टीन चलाने के लिए इम्प्लॉयमेंट बैंक के द्वारा उपलब्ध कराया गया था। वित्तीय सहायता बैंक द्वारा दी गई थी। केन्टीन में कार्य के घंटे व कार्य के दिन बैंक के कार्य के समान थे। बैंक में स्थित केन्टीन में कार्यरत कर्मचारियों को उच्चतम म्हायालय ने बैंक का कर्मचारी होता अधिनिर्धारित किया है। जे.टी. 2001 (2) एस. सी.

508 के मामले में केन्टीन में कार्यरत कर्मचारियों को बतौर नियमित कर्मचारी के समाहित करने का आदेश उच्च न्यायालय के द्वारा दिया गया था, जिसकी पुष्टि उच्चतम न्यायालय द्वारा की गई। यह अभिनिर्धारित किया गया कि उच्च न्यायालय उक्त आदेश के भिन्न विवेचन नहीं कर सकता। जे.टी. 2001 (2) एस.सी. पेज 376 के मामले में यह अभिनिर्धारित किया गया कि कर्मकार का अर्थ किसी ऐसे व्यक्ति से है जो कि किसी स्थापन के कार्य के संबंध में नियोजित किया गया हो। आर.एल.-बब्ल्यू. 1992 (2) 400 पर प्रकाशित मामले में यह अभिनिर्धारित किया गया है कि अधिनियम, 1947 की धारा 25-एफ एवं धारा 25-बी के लागू होने के लिए मजदूरी का भुगतान श्रोत सुसंगत नहीं है। जे.टी. 2001 (1) एस.सी. पेज 36 पर प्रकाशित मामले में अपीलार्थी की फेक्ट्री चालू होने के समय से केन्टीन अस्तित्व में थी। केन्टीन में कार्यरत कर्मचारी लम्बे समय से नियोजन में थे व ठेकेदारों के परिवर्तन होने पर भी वे केन्टीन में कार्य करते रहे थे। अपीलार्थी के द्वारा केन्टीन संचालित करने हेतु इन्फ्रास्ट्रक्चर उपलब्ध कराया गया था। केन्टीन में कार्यरत कर्मचारियों की मजदूरी का भुगतान अपीलार्थी द्वारा किया गया था। अपीलार्थी के द्वारा केन्टीन पर नियंत्रण था व अपीलार्थी के द्वारा केन्टीन की देखरेख की जाती थी। ठेकेदार अपीलार्थी का एजेंट था, जो कि अपीलार्थी के निर्देश व नियंत्रण में कार्य करता था। कर्मकारों को अपीलार्थी संस्था में निरन्तर नियोजन का संरक्षण प्राप्त था। यह अभिनिर्धारित किया गया कि केन्टीन अपीलार्थी प्रबंधन के द्वारा चलाई जा रही थी। ए.आई.आर. 2000 (एस.सी.) 1518 पर प्रकाशित मामले में ऐसी केन्टीन जो कि समिति के द्वारा स्टेट बैंक ऑफ इंडिया के अन्तर्गत शाखाओं में उक्त बैंक की कल्याणकारी योजना के तहत संचालित थी, के कर्मचारियों को उक्त बैंक का कर्मचारी होना नहीं माना क्योंकि बैंक को कोई वैधानिक अथवा किसी संविदा के तहत ऐसी केन्टीन को चलाने का दायित्व नहीं था। बैंक केन्टीन में कार्यरत कर्मचारियों को नियुक्ति नहीं देता था व बैंक समिति द्वारा नियुक्त कर्मचारियों पर अथवा केन्टीन पर कोई नियंत्रण नहीं रखता था व न देखरेख करता था। बैंक केन्टीन में कार्यरत कर्मचारियों के विरुद्ध कोई अनुशासनात्मक कार्रवाई भी नहीं करता था व न ही ऐसे कर्मचारियों को कोई विशेष कार्य करने के लिए निर्देश देता था। इसके अतिरिक्त एक महत्वपूर्ण तथ्य यह भी था कि बैंक द्वारा नियुक्त वैधानिक नियमों के तहत विज्ञापन, परीक्षा व साक्षात्कार के आधार पर की जाती थी जबकि केन्टीन में नियुक्ति के लिए बैंक द्वारा ऐसे कोई नियम नहीं बनाए गए थे। इस कारण से भी कि समिति में बैंक के कर्मचारी थे जो प्रत्यक्ष रूप से बैंक के नियंत्रण में थे, यह निष्कर्ष नहीं निकाला गया कि केन्टीन में कार्यरत व्यक्तियों का नियोजक बैंक है।

प्रार्थी स्वयं ने यह स्वीकार किया है कि वह केन्टीन ब्याँच के रूप में कार्य करता था व उसे किये गये भुगतान बैंक पर अध्यक्ष के हस्ताक्षर होते थे। प्रार्थी की ओर से बिपक्षी के द्वारा प्रस्तुत साक्ष्य का खंडन नहीं किया गया कि केन्टीन का संचालन समिति करती थी। उस पर समिति का नियंत्रण होता था व समिति ही प्रार्थी को केन्टीन ब्याँच का कार्य करने के लिये

भुगतान करती थी। प्रार्थी के द्वारा प्रस्तुत न्याय दृष्टांत के तथ्य प्रस्तुत मामले से भिन्न हैं और प्रस्तुत प्रकरण में लागू नहीं होते। अतः केन्टीन ब्याँच के रूप में प्रार्थी के कार्य करने के आधार पर प्रार्थी व बैंक के बीच कर्मकार व नियोजक का संबंध स्थापित नहीं होता। संलग्न बी के अनुसार प्रार्थी ने सन् 1996 में 3 माह तक बैंक की नई मंडी शाखा, हनुमानगढ़ में केन्टीन ब्याँच के रूप में कार्य करते हुए पानी भरने का कार्य किया है। इस प्रकार यह प्रमाणित है कि प्रार्थी ने केन्टीन ब्याँच के रूप में कार्य करते हुए सन् 1996 में जनवरी 1996 से मार्च 1996 के बीच बैंक को नई मंडी, हनुमानगढ़ शाखा में अंशकालिक कर्मचारी के रूप में पानी भरने का कार्य किया है जिससे से प्रार्थी व बैंक के बीच कर्मकार व नियोजक का संबंध स्थापित होता है क्योंकि एक अंशकालिक कर्मचारी भी कर्मकार की श्रेणी में आता है। इस प्रकार संलग्न ए व बी के द्वारा दिये गये विवरण के अनुसार प्रार्थी के केन्टीन ब्याँच एवं पानी भरने का कार्य तथा बैंक की अन्य शाखाओं में पानी भरने व सफाई का कार्य किया जाना प्रमाणित होता है। संलग्न बी के अनुसार सन् 1986 से 1988 के बीच बैंक को विभिन्न शाखाओं में प्रार्थी के द्वारा केन्टीन ब्याँच एवं बैंक के लिए पानी भरने का 100 दिन का कार्य किया जाना प्रमाणित होता है व प्रार्थी और बैंक के बीच बतौर अंशकालिक कर्मचारी कर्मकार व नियोजक का संबंध भी प्रमाणित होता है।

बिन्दु संख्या 3 : प्रार्थी की सेवा मुक्ति दिनांक 6-4-1996 से पूर्व की एक वर्ष की अवधि में प्रार्थी के द्वारा 240 दिन कार्य किया जाना प्रमाणित नहीं होता। अतः अधिनियम, 1947 की धारा 25-एफ आकृष्ट नहीं होती। प्रार्थी का कथन है कि उसने कनिष्ठ कर्मचारी ओम सिंह राजपूत व जगदीश शर्मा को अप्रार्थी ने सेवा में बनाये रखा जबकि उस सेवा मुक्त कर दिया गया। प्रतिपरीक्षा में उसने स्वीकार किया है कि उक्त दोनों व्यक्तियों को साक्षात्कार लेकर नियुक्ति दी गयी थी। महेंद्र कुमार बत्रा का कथन है कि जगदीश शर्मा व ओम सिंह राजपूत को सन् 1991 में दिये गये विज्ञापन के आधार पर नियुक्ति दी गयी थी। इस प्रकार ओम सिंह राजपूत तथा जगदीश शर्मा को जो कि नियमित रूप से बैंक के नियोजन में आये प्रार्थी से कनिष्ठ नहीं कहा जा सकता। इस प्रकार अप्रार्थी द्वारा अधिनियम 1947 की धारा 25-जी का उल्लंघन होना प्रमाणित नहीं होता। ऐसी कोई साक्ष्य नहीं है कि प्रार्थी को सेवा मुक्ति के समय प्रार्थी के अतिरिक्त अन्य कोई व्यक्ति बैंक की नई मंडी शाखा, हनुमानगढ़ में पानी भरने वाला के रूप में अथवा अंशिक कर्मचारी के रूप में कार्यरत था। अतः यह नहीं कहा जा सकता कि बैंक द्वारा प्रार्थी को सेवा समाप्ति करने के समय विरहता सूची जारी करना आवश्यक था। इस प्रकार अधिनियम, 1957 के नियम 77 के प्रावधान भी आकृष्ट नहीं होते।

बिन्दु संख्या 4 : अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति अनुचित व अवैध होना नहीं पायी जाती। प्रार्थी अप्रार्थी बैंक में 3 माह नियोजन में रहा तथा बैंक द्वारा उसकी सेवा समाप्ति की गयी। अतः अप्रार्थी बैंक को यह निर्देश दिया जाना उचित प्रतीत होता है कि भविष्य में जब कभी आवास्मिक अभिक के

रूप में नियोजन करे तो अधिनियम, 1947 की धारा 25-एच के प्रावधानों के अन्तर्गत प्रार्थी को पुनः नियोजन का अवसर दे।

पंचाट को प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाये।

ह./अपठनीय

पीठानीन अधिकारी

नई दिल्ली, 28 नवम्बर, 2001

का.प्रा.3476:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 27-11-01 प्राप्त हुआ था।

[सं. एन-12012/316/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2001

S.O. 3476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 27-11-2001.

[No. L-12012/316/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer

Reference No.: CGIT 14/2000

State Bank of India

AND

Shri R. U. Borikar

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by Clause (d) of Sub Section (1) and Sub Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-12012/316/99/IR(B-I) dated, 17-12-99 on the following schedule:

SCHEDULE

Whether the action of the Management of State Bank of India through its General Manager,

Region IV, Zonal Office, Nagpur in awarding of punishment or discharge/dismissed from service to Shri R. U. Borikar, Farrash-cum-Messenger w.e.f. 12-1-95 is legal, proper and justified? If not what relief the workman is entitled to?"

The workman Ramdhan S/o Undruji Borikar has submitted Statement of Claim that he was in the service of State Bank of India w.e.f. 1-7-79. He has been discharged from service by the management of State Bank of India from 6-9-96.

Then charges were levelled against him when he was working as Farrash-cum-Messenger in State Bank of India, Chandur Railway Branch, Distt. Amravati. Chargesheet was issued against him on 12-1-95. Shri S. S. Kale was appointed Enquiry Officer vide order dated 25-2-95. The enquiry was completed on 5-10-95.

The workman says that Charge No. 3 was not proved against him. There was no evidence to prove the remaining nine charges. He has denied all the charges. No witness was examined against him during the enquiry proceedings. The charges are vague. No witness turned up to say anything during enquiry regarding his alleged misbehaviour with any bank employee or customer of the bank. He did not abuse or threaten M. M. Ghode on 21-11-94. He had not abused anybody any time in the bank premises. The Enquiry Officer has mentioned that all the charges have been proved (except charge No. 3) without considering his defence. Though there was no evidence against him to prove any charge yet the Enquiry Officer has mentioned that all charges have been proved. The findings of the Enquiry Officer are not based on any evidence. The workman therefore claimed reinstatement in service with continuity in service and full back wages from 6-9-96

The management of the bank contested the case and stated that the workman Ramdhan U. Borikar was in the habit of consuming liquor in the office hours of bank. He misbehaved with the customers and one bottle of liquor was also recovered from the locker which was given to him for keeping the dress. He remained absent from duty for four hundred five (405) days from 1988 to Aug. 94 and his leave was granted on loss of pay which is a minor misconduct. The workman was defended during enquiry by R. G. Thakur, Defence Representative. He has been punished as the charges were proved against him.

The management has submitted the documents and has also examined witnesses in this Court. The workman also submitted application dated 18-7-96 that 18 persons mentioned in this application had informed the Regional Manager, State Bank of India, Regional Office, Region No. V, Nagpur that they have no complaint against the workman R. U. Borikar. The workman did not misbehave with anybody anytime during the working hours of the bank at any place in the premises of the bank.

The statement of Ramdhan U. Borikar workman was recorded in this Court. He was cross examined on 28-5-2001.

From the side of the management of the bank the witnesses Shamsunder K. Dammani, Vishram P. Pande and Shyamunder S/o Hemraj Mundada were examined. These witnesses had not appeared before the Enquiry Officer. They did not say anything against the workman Ramdhan Borikar about his coming to the bank heavily drunk. They also did not say anything about the misbehaviour of the workman with any member of the staff of the bank or any customer.

The management had also submitted the affidavits of witnesses Shri Pundalik S/o Rajaramji Kshirsagar, Gajanan S/o Haribhau Masle and Manmohan S/o Rambhau Mahalle on 25-6-2001. These three witnesses did not appear in the Tribunal for cross examination. They were discharged by the management on 11-10-2001.

S. S. Kale the Enquiry Officer was also not examined in this Tribunal by the management of the bank. Thus the enquiry report dt. 5-10-95 was not proved. He was an important witness who had conducted the enquiry and on the basis of his report the workman was discharged from service.

Both the parties also submitted their Written Arguments. Shri A. K. Ramani, Deputy Law Officer argued the case from the side of State Bank of India.

I have considered the entire Oral and Documentary evidence on record. I have also considered the Written Arguments filed by the parties and the Oral Arguments of Deputy Law Officer, S.B.I.

As I mentioned above ten charges were framed against the workman.

Charge No. 3 was that the workman Ramdhan U. Borikar was in the habit of leaving the branch premises after every fifteen minutes and wandering outside the bank. The enquiry officer has mentioned in his report dated, 5-10-95 that this charge has not been established. His finding is as follows :

"On examination of the witnesses, the charge of leaving the premises after every fifteen minutes is not established."

For Charge No. 1 that is remaining absent for 405 days from 1988 to Aug. 94. The Disciplinary authority in his order dated 6-9-96 has mentioned that this charge No. 1 is of minor misconduct. He therefore did not consider any gravity in this charge and awarded punishment of censure for minor misconduct for Charge No. 1. From the above finding of disciplinary authority, Assistant General Manager, it is evident that the superior officer of the bank considered the absence of workman from duty a petty matter. It is therefore clear that the absence of the workman from duty for 405 days during the period from 1988 to Aug. 94 was treated as a minor misconduct.

It is therefore evident that in the opinion of the management of the bank the workman had already suffered punishment as he was not paid for those days when he absented himself.

The workman has denied charge No. 1 & 2, Charge No. 1 was for loss of pay due to being absent for 405 days.

"Charge No. 2 is that inspite of advising you regarding your unauthorised absence and leave on loss of pay still you have availed leave without sanctioned and without sufficient grounds". The dates of the memos are also mentioned on Charge No. 2. The dates of the memos are 18-6-92, 11-1-93, 12-4-94 and 21-4-94.

The management has not explained as to why the workman was punished for Charge No. 2 when the facts of Charge No. 2 were already considered in Charge No. 1. Both these charges i.e. Charge No. 1 & 2 are regarding the same fact that the workman was on leave on loss of pay for 405 days. The above memos cannot be the ground for the discharge of the workman from service. The finding on Charge No. 2 is therefore perverse.

One person cannot be punished twice for the same act.

The workman has stated that he had applied for the leave when he absented. Neither any leave application of the workman nor any order regarding the acceptance or rejection of his leave has been submitted either before the Enquiry Officer during the enquiry proceedings or before this Tribunal.

In Charge No. 1 the period of seven years is mentioned from 1988 to Aug. 94. Only the days of the absence of the workman are mentioned. It is not mentioned in the charge that from which date to which date and in which months of these years the workman remained absent.

Thus the definite dates and months of the absence of the workman are missing in Charge No. 1. The charge is therefore vague.

It is also not mentioned by the management of the bank as to why the Leave Record of the workman was not submitted in the Enquiry Proceedings. No Leave Record has been submitted in this Tribunal also. The management of the bank has therefore withhold the material evidence which was required to be produced to prove these charges.

In AIR-1968, Supreme Court, Page-1413, Gopal Krishanaji Ketkar versus Mohamed Haji Latif and others, it is held by the Hon'ble Supreme Court that:

"If a party is in possession of best evidence which could throw light on the issue in controversy withholds it the Court ought to draw an adverse inference against him not withstanding that onus of proof does not lie on him."

In view of the above ruling, the management of the bank has not submitted the Original Leave Account or the Register of Leave before this Tribunal and has withhold it. In the absence of this record the workman should not be punished for Charge No. 1 & 2. The finding of the Enquiry Officer is therefore perverse.

CHARGE NO. 4 :

"That you refused to accept a memo dated 16-12-92 served on you on the ground that you are not allowed to read the same."

For this charge the workman has been again held guilty and punished.

This document i.e. letter dated 16-12-92 was given to the workman that he used to leave the bank premises after every fifteen minutes and wander here and there outside the bank. This memo is concerned with Charge No. 3.

As I mentioned above when Charge No. 3 is not proved how the Enquiry Officer has mentioned that Charge No. 4 is proved.

It is strange that when Charge No. 3 is not proved how the management has punished the workman for Charge No. 4 when this memo is concerned with Charge No. 3. The workman has also stated that he had received the memo. If the workman Ramdhan Borikar had received the memo there was no misconduct on his part. The workman has therefore not committed any misconduct when he received memo dated 16-12-92.

The finding of Enquiry Officer that Charge No. 4 is proved is absolutely baseless.

The appellate authority also did not consider as to why the workman is being punished on this charge when Charge No. 3 is not established. The punishment on this count is also baseless.

CHARGE NO. 5 :

"You are provided with woolen clothes for your dress on 18-2-93. However you have not produced the dress or bill for stitching charges on the same till 30-5-93."

For this charge the workman has mentioned in his statement on 28-5-2001 that he has submitted the receipt regarding the payment of his stitching charges paid to the tailor on 30-5-93.

The management witness Shyamsunder S/o Kishan Gopal Dammani has admitted in cross examination on 5-9-2001 that the workman Ramdhan Borikar had submitted before him the bill that he had got the woolen dress stitched and had made payment to the tailor after three months.

From the above statement of witness Shyamsunder Dammani it is clear that the workman had submitted the receipt that he had got the woolen clothes stitched. When the workman had got his dress stitched and submitted its bill on 30-5-93 there was no obvious reason to punish the workman on this charge.

The finding of Enquiry Officer that the charge is proved is absolutely baseless. Probably the Enquiry Officer has punished the workman because he did not find the submission of workman that tailor was out of station for some time. It is strange that the Enquiry Officer has not applied his mind in recording his finding. Though the charge was not

proved yet the Enquiry Officer has held that the charge has been proved. The only presumption which the Enquiry Officer could draw was that the above Bill was submitted late. For submitting a bill slightly late the workman cannot be discharged from the service.

CHARGE NO. 6 :

"You are in the habit of consuming liquor during working hours in branch premises for which you are served with memo No. 5/93 dated, 3-6-93.

In this connection I have to mention that no witness has been produced during the enquiry proceedings by the management to prove this charge. The witness Shyamsunder H. Mundada of the management has admitted in cross examination in this Court on 05-09-2001 that he was presenting officer from the side of State Bank of India in the enquiry proceedings. He admitted that no witness was called to prove any charge against the workman Ramdhan U. Borikar during the enquiry proceedings. He had also not submitted any list of documents in the enquiry proceedings before the Enquiry Officer. The finding of Enquiry Officer also does not show that he recorded the statement of any witness in support of the allegations mentioned in the charge regarding consuming of liquor by the workman. The finding of Enquiry Officer is therefore perverse.

The witness Shyamsunder Mundada has admitted that when the locker of the workman was opened by the management, the workman was not present. Shyamsunder K. Dammani also says that the locker of the workman was opened in the absence of workman. No member of the staff saw the workman drinking wine in the bank premises. No witness saw the workman keeping any bottle of wine in his locker. None of the witnesses stated before Enquiry Officer that the workman used to drink wine in the bank premises during the working hours of the bank.

The workman was not sent by the Branch Manager for any Medical Examination before any doctor of the Government Hospital to ascertain whether the workman was under the influence of any liquor any time when he came to bank on duty. Thus the medical check up of the workman was not got done by the superior officers of the bank to find out whether the workman was in the habit of consuming liquor frequently or occasionally.

The witnesses Vishram P. Pande and Shyamsunder K. Dammani had admitted in their cross examination that they did not appear before the Enquiry Officer during the enquiry. They did not tell the Enquiry Officer that the workman used to come heavily drunk or he misbehaved with them or any member of the staff or with any customer on any day during the working hours of the bank. These witnesses also did not mention in their affidavit as to who had requested the Branch Manager to open the locker which was provided to the workman to keep the clothes. Who was having the keys of the locker on 2-6-93? What was the urgency to open the locker in the absence of the workman Ramdhan U. Borikar? These witnesses also did not explain why the Branch Manager did not prefer to call the workman before the opening of the aforesaid locker. In the above circumstances it becomes

highly doubtful as to who kept the bottle of the wine in the locker of the workman.

In view of the above facts the above charge that the workman used to drink wine during working hours is not proved. The finding of the Enquiry Officer is therefore perverse.

CHARGE NO. 7 :

"That you are served with a memo on 24-06-94 for abusing in the presence of staff/customer which was treated as disorderly and indecent behaviour on the premises of the bank."

This charge was also not supported by any witness either in the enquiry proceedings before the Enquiry Officer or before this Court.

As I mentioned above Shyamsunder Mundada has stated that no witness was produced before the Enquiry Officer to prove this charge. Another witness Shyamsunder K. Dammani also says that he does not know what words were spoken by Ramdhan Borikar on 21-11-94 and to whom these words were concerned.

In view of the above evidence Charge No. 7 is not proved against the workman.

CHARGE NO. 8 :

"That you have committed to Head Clerk of Chandur Branch on 27-02-92 that you will submit the application on resuming the duties. However you availed leave without submitting any application which was again pointed out vide memo dated 12-04-94." The Enquiry Officer has mentioned that the workman did not respond the memo issued therefore charge is proved on scrutiny of branch record. The Enquiry Officer has not mentioned how this charge has been proved if the workman has not moved any application for leave and for this reason his salary was deducted by the Bank.

In this Charge No. 8, the application dated 12-04-94 is mentioned. The perusal of this memo dated 12-04-94 (PE/Ex. 6) and (Ex. M17) shows that the workman was informed that he had availed of Medical Leave for 13 months and 4 days. No privilege leave is at his credit.

On the basis of these letters neither any misconduct of the workman stands proved nor he can be punished. It shows that without applying mind the Enquiry Officer has held that Charge No. 8 is proved.

CHARGE NO. 9 :

"That you misbehaved with the staff and the public in branch premises including abusing them on 20-08-94, 21-09-94, 24-10-94 and 21-11-94. You have also misbehaved in presence of lady customers of the bank on 24th October, 1994."

No witness from the public turned up to support the allegations of this charge. No lady customer moved any application before the Branch Manager that the workman Ramdhan Borikar misbehaved with her. Nothing was spoken by any lady to any officer of the

Bank about the indecent behaviour of the workman. If there was no annoyance to any lady customer on 24-10-94 from the behaviour of the workman, the charge has not been proved.

The witness of management Shri Shyamsunder Dammani does not say anywhere in his cross examination that the workman misbehaved or abused with any member of the staff or any member of the public on the dates mentioned in Charge No. 9. Witness of the management Vishram says that he had mentioned in his affidavit about the habit of drinking wine of the brother of this workman namely Vinayak U. Borikar. The conduct of the brother of the workman has no concern with this case. This witness further says that no charge has been framed on the workman Ramdhan Borikar for assaulting Head Clerk.

No witness turned up during enquiry proceedings before the Enquiry Officer to say that the workman has misbehaved with any member of the staff or any customer. In Charge No. 9 also the name of any member of the staff with whom the workman is alleged to have misbehaved on any of date, is not disclosed. Thus the omission of the name of the member of the staff or the member of the public in the charge shows that the charge is vague. The name of the lady customer is also not mentioned in this charge. Thus the finding of the Enquiry Officers not supported by the testimony of any independent witness.

It was also alleged that on 21-9-94, Shri Manmohan R. Mahalle was abused by the workman and his clothes were torn. This witness Manmohan Mahalle had filed affidavit in this Tribunal on 25-6-2001. He did not turn up for cross examination in this Tribunal. He was discharged by the management on 11-10-2001. The statement of this witness was also not recorded by the Enquiry Officer during the Enquiry Proceedings.

In view of the above evidence Charge No. 9 is not proved against the workman. The finding of the Enquiry Officer is perverse.

CHARGE NO. 10 :

"That you have misbehaved with Shri Maroti M. Ghode a customer of the bank on 21-11-94 who had visited the bank to tender cash. You have also abused Shri M. M. Ghode and threatened him for beating on the counter."

The Enquiry Officer has mentioned in the Enquiry Report that the employee is found guilty for abusing M. M. Ghode.

This witness M. M. Ghode did not support the allegations during enquiry. The Enquiry Officer has mentioned that M. M. Ghode had handed over letter to him in which he had stated that the workman Ramdhan U. Borikar did not misbehave with him and had not threatened him for beating.

When M. M. Ghode himself told to the Enquiry Officer that he was not threatened or abused by

workman Ramdhan U. Borikar, then this charge was not proved. The finding of the Enquiry Officer is therefore not based on any evidence on record.

Considering the entire oral and Documentary evidence discussed above I am of opinion that the findings of the Enquiry Officer are not based on any cogent and reliable evidence. None of the charge mentioned in the Chargesheet dated: 12-1-95 is proved against the workman.

The enquiry was not conducted fairly and impartially.

The findings of the Enquiry Officer dated 5-10-95 are not based on reliable evidence. Thus the enquiry has not been conducted according to the principle of natural justice. The above mentioned findings of the Enquiry Officer are perverse. The order of the Disciplinary Authority dated 6-9-96 for awarding the punishment of discharge from service on the charges No : 2, 4, 5, 6, 7, 8, 9 & 10 is not proper and justified. The punishment of censure for Charge No. 1 is also not proper.

In view of the above Oral and Documentary evidence on record the order dated 6-9-96 for awarding punishment to the workman on Charge No. 1 to 10 except Charge No. 3 is set aside. The order of appellate authority dated 26-12-96 confirming the order dated 6-9-96 is also set aside.

The workman is directed to be reinstated in service from 6-9-96 with the benefits of continuity in service and with full backwages.

In the order No. L-12012/316/99/IR(B-I) dated 17-12-99, the Desk Officer has wrongly mentioned the date of discharge of the workman R. U. Borikar as 12-1-95 in the schedule. The date 12-1-95 is the date of issuing the Chargesheet to the workman. It is not the date of the discharge of the workman from service. It is a clerical mistake committed by the Desk Officer of the Ministry of Labour, New Delhi.

The date of the awarding the punishment of discharge from service to Ramdhan U. Borikar, Farrash Messenger is 6-9-96.

ORDER

The action of the management of State Bank of India through its General Manager, Region-V, Zonal Office, Nagpur in awarding the punishment of discharge from service to Ramdhan S/o Undruji Borikar, Farrash-cum-Messenger w.e.f. 6-9-96 is not legal, proper and justified.

The order dated 6-9-96 of disciplinary authority and the order dated 26-12-96 of appellate authority for discharging the workman from service w.e.f. 6-9-96 are set aside.

The workman is directed to be reinstated in service w.e.f. 6-9-96. He shall get all the benefits of continuity in service. He will also get full backwages from the date of his discharge from service. The full backwages should be paid to the workman within three months from the date of the publication of this award.

3771 GI/2001--16.

The reference is answered accordingly.
Dated : 5-11-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2001

का.आ. 3477:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरणमें, केन्द्रीय सरकार दरमन्चार विभाग के प्रबंधन के संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-2001 को प्राप्त हुआ था।

[सं. एल-40012/63/2001-प्रार्थ.प्र. (इं.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3477.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman, which was received by the Central Government on 26-11-2001.

[No. L-40012/63/2001-IR(DU)]
KULDIP RAJ VERMA, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT :

Shri S. K. Dhal, OSJS, (Sr. Branch)
Presiding Officer,
C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. INDUSTRIAL DISPUTE CASE NO. 398/2001
Date of concluding of the hearing 30th Oct. 2001
Date of Passing Award 12th Nov. 2001

BEWEEN :

The Management of
The Telecom District Engineer,
Sambalpur,
At/PO, Sambalpur,
Dist. Sambalpur-768001

1st Party-
Management

AND

Their Workmen, Sri Nityananda Sahu,
S/o Shri Dayanidhi Sahu,
Market Road, At/PO. Bargarh,
Dist Orissa-768028

2nd Party-
Workman

APPEARANCES:

Shri G. Meher,
Sub-Divisional Engineer For the 1st Party-
Management
Non For the 2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-40012/63/2001-IR(DU), dated 30-5-2001.

"Whether the demand of the workman Shri Nityananda Sahu, S/o. Shri Dayanidhi Sahu, Market Road, Bhatli, Dist. Bargarh, Orissa for re-instatement in job with effect from 1-11-1999 under the establishment of Telecom District Engineer, Sambalpur, with full back wages is justified? If not, to what relief the workman is entitled to?"

2. In spite of direction of the Ministry and notice served on the 2nd Party (Workman) no Claim Statement has been filed. The 2nd Party-Workman has failed to attend the Tribunal. The reference has been raised at the instance of the 2nd Party-Workman, so the initial onus lies on him to establish his case after filing of proper pleadings and adducing either oral or documentary evidence. But when he has failed to attend the Tribunal, he has been set exparte. In absence of any materials it can not be said that the action of the 1st Party-Management is unjustified. On the other words there is no materials before this Tribunal that the demand of the 2nd Party-Workman Shri Nityananda Sahu, son of Shri Dayanidhi Sahu, Market Road, Bhatli, Dist. Bargarh for reinstatement in job with effect from 1-11-1999 under the establishment of Telecom District Engineer, Sambalpur, with full back wages is justified. The 2nd Party-Workman is not entitled to any relief as he has not claimed any relief by filing Claim Statement.

3. Reference is answered accordingly
Dictated & Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2001

का.आ. 3478:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार दर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-2001 को प्राप्त हुआ था।

[सं. एल-40012/205/2000-आई.आर. (डी.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Jaipur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman which was received by the Central Government on 26-11-2001;

[No. L-40012/205/2000-IR(DU)]
KULDIP RAI VERMA, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर आदेश संख्या :—एल-40012/205/2000/आई.आर.
(डीयू) 7/8/2000
प्रकरण संख्या :—सी.जी.आई.टी./42/2000
लक्ष्मण सिंह आत्मज श्री कल्याण सिंह जाति राजपूत निवासी
नरेला, तहसील व जिला चित्तौड़गढ़ (राज.)

—प्रार्थी श्रमिक

बनाम

(1) मुख्य महाप्रबंधक,
राजस्थान परिमण्डल, दूरसंचार विभाग
जयपुर।

(2) डिस्ट्रिक्ट टेलीकॉम मैनेजर,
संचार विभाग, चित्तौड़गढ़

—अप्रार्थीगण

उपस्थित :—

प्रार्थी की ओर से श्री गुरेन्द्र सिंह।
अप्रार्थीगण की ओर से श्री गौरव जैन।
पंचाट दिनांक 19-10-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा (1) के खंड-घ के प्रावधानों के अन्तर्गत उक्त आदेश के जर्गि न्यायनिर्णयन हेतु निर्देशित किया गया :—

"Whether the termination of services of Sh. Laxman Singh s/o Sh. Kalyan Singh Rajput on the post of Tiffon Boy w.e.f. 10-3-99 by the Deptt. of Telecom, Chittorgarh is legal and justified? If not, to what relief the disputant is entitled and from which date?"

प्रार्थी गण की ओर से स्टेटमेंट आफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी नियुक्ति टिफिन रुम, चित्तौड़गढ़ में टिफिन बाँय के पद पर दिनांक 8-11-87 को की गई थी। उसने उक्त पद पर दिनांक 8-11-87 से दिनांक 22-5-96 तक कार्य किया। दिनांक 22-5-96 से उसकी सेवा समाप्त कर दी गई। इसके पश्चात् भी उसने दिनांक 22-5-96 से दिनांक 10-3-99 तक ईश्वर सिंह पुत्र कान सिंह के नाम से कार्य किया। वह सर्वोच्च न्यायालय के आदेशानुसार

नियमितिकरण का पात्र था परन्तु उसे नियमित नहीं किया गया, जबकि बांसवाड़ा में टिफिन रूम बंद होने के पश्चात् उसमें कार्यरत मृत्यु प्रकाश शर्मा, गोकुल चन्द व अन्य को नियोजित कर लिया गया। दिनांक 10-3-99 को मौखिक रूप से उसकी सेवा समाप्त कर दी गई। दिनांक 10-3-99 के पश्चात् से वह बेरोजगार है। प्रार्थना की गई कि उसकी सेवा समाप्ति का आदेश अवैध घोषित किया जाए व ग्रुप-डी के पद पर सेवा में नियमितिकरण किए जाने का आदेश दिया जाए व उसे पुनः पदस्थापित किया जाए।

विपक्षीयता की ओर से जवाब में आपत्ति की गई कि यूनिन अफ इंडिया आवश्यक पक्षकार है, जिसे पक्षकार नहीं बनाया गया। विवाद 3 वर्ष की देरी से उठाया गया है। उक्त कारणों से क्लेम खारिज होने योग्य है। क्लेम के खण्डानुसार जवाब में उल्लेख किया गया कि प्रार्थी को कार्य पर रखने के समय कोई नियमित नियुक्ति की निर्धारित प्रक्रिया नहीं अपनाई गई। प्रार्थी को सेवा से हटाने के पूर्व एक महीने का नोटिस दिया गया था। उच्चतम न्यायालय के आदेश दिनांक 20-3-97 के अनुसार अप्रंजीकृत केन्टीन में शते पूरी करने वाले कर्मचारी ही नियोजन में आने के अधिकारी थे। प्रार्थी आदेश में वर्णित शर्तों को पूरा नहीं करता था। रूम बंद किए जाने के कारण टिफिन रूम चलाने हेतु मन्सिडी अप्रंजीकृत टिफिन मिलनी बंद हो गई। प्रार्थी का कथन है कि उसने अन्य नाम से निरन्तर कार्य किया है, को अस्वीकार किया गया। प्रार्थी के बेरोजगार होने के कथन को भी अस्वीकार किया गया।

प्रार्थी ने जवाब का प्रत्युत्तर प्रस्तुत किया, जिसमें उसने क्लेम में वर्णित तथ्यों को दोहराया।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए:—

- (1) आया स्टेटमेंट अफ क्लेम में यूनिन अफ इंडिया आवश्यक पक्षकार है।
- (2) आया प्रार्थी के द्वारा विवाद देरी से उठाये जाने के कारण खारिज किए जाने योग्य है?
- (3) आया प्रार्थी की सेवा समाप्ति से पूर्व एक माह का नोटिस दिया गया था, यदि हां तो इसका प्रभाव?
- (4) आया अनरजिस्टर्ड केन्टीन के बंद किए जाने के कारण प्रार्थी को एक माह का नोटिस देकर हटाया गया था व उच्चतम न्यायालय के निर्णयानुसार उसे कार्य पर नहीं लिया जा सकता?
- (5) आया प्रार्थी ने विपक्षी संस्थान में दिनांक 8-11-87 से 10-3-99 तक निरन्तर कार्य किया है?
- (6) आया प्रार्थी की सेवा मनप्ति औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर की गई?
- (7) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है?

प्रार्थी की ओर से क्लेम के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थीगण

के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रार्थी की ओर से प्रतिलिपि नियुक्ति पत्र दिनांक 8-11-87 प्रदर्श डब्ल्यू-1, प्रतिलिपि पत्र सहायक निदेशक, डब्ल्यू-2, प्रतिलिपि पत्र एम.डी.ओ., टेली-ग्राफ़, चित्तौड़गढ़ प्रदर्श डब्ल्यू-3, प्रतिलिपि परिपत्र दिनांक 15-5-97 प्रदर्श डब्ल्यू-4 व प्रतिलिपि आदेश टेलीकॉम डिस्ट्रिक्ट इंजीनियर, बांसवाड़ा प्रदर्श डब्ल्यू-5 प्रस्तुत किए। विपक्षी गण की ओर से कैलाश चन्द पत्रिया का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रार्थी के अधिवक्ता की प्रतिपरीक्षा करने का अवसर दिया गया। प्रलेखीय साक्ष्य में प्रतिलिपि नोटिस प्रदर्श एस-1 व प्रतिलिपि पत्र एस.डी.ओ. टेलीग्राफ़, चित्तौड़गढ़ प्रस्तुत किए गए।

बहुसंख्यता की गई एवं पत्रावली का अवलोकन किया गया। बनाए गए विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है:—

बिन्दु संख्या:—1. अप्रार्थीगण के विद्वान पत्रिचना ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या:—2. प्रार्थी की सेवा समाप्ति दिनांक 10-3-99 को होना बताई गई है जबकि विवाद सहायक श्रम आयुक्त के समक्ष सन् 1999 में उठाया गया है। केवल मात्र देरी के आधार पर क्लेम खारिज होने योग्य नहीं है। यदि देरी से विवाद उठाया जाता है तो अधिकरण इस बाबत विचार कर सकता है कि प्रार्थी को क्या सहायता दी जाए?

बिन्दु संख्या:—3. प्रार्थी का सेवा समाप्ति दिनांक 10-3-99 को होना बताई जाती है। विपक्षी के साक्षी कैलाश चंद पत्रिया का कथन है कि प्रार्थी को मार्च, 1999 में नहीं हटाया गया, उसने अप्रैल में भी कार्य किया। अप्रार्थी ने क्लेम के जवाब में ऐसा उल्लेख नहीं किया है कि प्रार्थी ने अप्रैल, 1999 में भी कार्य किया। इसके विपरीत यह उल्लेख किया गया है कि प्रार्थी दिनांक 22-5-96 के पश्चात् अप्रार्थी संस्थान की सेवा में ही नहीं था, अतः उसकी सेवामुक्ति का प्रश्न ही उत्पन्न नहीं होता। कैलाशचन्द पत्रिया के द्वारा स्वीकार किया गया है कि प्रार्थी ने दिनांक 22-5-96 से 10-3-99 तक लगातार कार्य किया। इस प्रकार यह प्रमाणित है कि प्रार्थी की सेवा दिनांक 10-3-99 को समाप्त की गई। दिनांक 22-5-96 की सेवा समाप्ति की बाबत प्रार्थी को नोटिस प्रदर्श डब्ल्यू-2 दिया गया है। यह स्वीकार किया गया है कि दिनांक 10-3-99 की सेवा समाप्ति बाबत कोई नोटिस नहीं दिया गया। अतः इस बिन्दु का विनिश्चय प्रार्थी के पक्ष में किया जाता है।

बिन्दु संख्या:—4. निर्देश आदेश के अनुसार यह निर्णय किया जाना है कि क्या अप्रार्थी के द्वारा प्रार्थी की दिनांक 10-3-99 को सेवा समाप्ति किया जाना विधिक एवं उचित है? उक्त बिन्दु की बाबत उच्चतम न्यायालय के द्वारा कोई आदेश नहीं दिया गया। उच्चतम न्यायालय के आदेश की कोई प्रतिलिपि प्रस्तुत नहीं की गई। उच्चतम न्यायालय के आदेश की पत्ताने भारत सरकार ने परिपत्र दिनांक 15-5-97 को जारी किया है। उक्त परिपत्र टिफिन बाँव की सेवा

के नियमितकरण के बारे में है, जिसके बारे में निर्देश आवेदन में कोई उल्लेख नहीं है। अतः उक्त विषय में विचार किया जाना अपेक्षित नहीं है।

बिन्दु संख्या :—5 अप्रार्थी के माफ़ी कल्याणचन्द पत्रिया ने स्वीकार किया है कि प्रार्थी ने दिनांक 8/11/87 से 22/5/96 तक लगातार टिफिन बाँये के पद पर कार्य किया। उसने यह भी स्वीकार किया है कि दिनांक 22/5/96 से 10/3/99 तक भी प्रार्थी ने विपक्षी संस्थान में लगातार कार्य किया है। इस प्रकार यह विवादित नहीं है कि प्रार्थी ने उक्त अवधि में विपक्षी संस्थान में कार्य किया। अतः इस बिन्दु का विनिश्चय प्रार्थी के पक्ष में किया जाता है।

बिन्दु संख्या :—6 दिनांक 22/5/96 से 10/3/99 तक प्रार्थी के द्वारा विपक्षी संस्थान में लगातार कार्य करना प्रमाणित है। विपक्षी की ओर से यह प्रमाणित नहीं हो पाया है कि प्रार्थी ने उक्त अवधि में कितने दिन कार्य नहीं किया। ऐसी दशा में जबकि प्रार्थी के द्वारा विपक्षी संस्थान में लगातार कार्य किया जाना प्रमाणित होता है यह निष्कर्ष निकलता है कि प्रार्थी ने सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन व उसमें भी अधिक कार्य किया। प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ की पालना कर नहीं की गई, यह विवादित नहीं है। इस प्रकार प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ का उल्लंघन कर किया जाना प्रमाणित होता है।

बिन्दु संख्या :—7 अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति दिनांक 10/3/99 अवधि एवं अनुचित होता पाई जाती है। प्रार्थी विपक्षी संस्थान को सेवा में पुनः आने का अधिकारी होगा। प्रार्थी को "काम नहीं तो वेतन नहीं" सिद्धांत के आधार पर पिछली मजदूरी दिलाया जाना उचित प्रतीत नहीं होता। प्रार्थी की सेवा दिनांक 22/5/96 के पश्चात् विपक्षी संस्थान में निरन्तर मानी जावेगी।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशमार्थ प्रेषित की जाए।

ह.

अपठनीय पीठासीन अधिकारी

नई दिल्ली, 26 नवम्बर, 2001

का.आ. 3479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिपो इंचार्ज, आर्मी सप्लाय डिपो के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-2001 को प्राप्त हुआ था।

[सं. एल-14012/60/99-आई.आर. (डी.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 26th November, 2001

S.O. 3479.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Depot Incharge, Army Supply Depot and their workman, which was received by the Central Government on 26-11-2001.

[No. L-14012/60/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

प्रकरण संख्या : सी.जी.आई.टी./50/2000

आदेश संख्या : एल 14012/60/99 आई.आर. (डीयू)

दिनांक 18-9-2000

जनरल सैक्रेटरी, रेलवे कैंज्युअल लेबर यूनियन (प म. 33/69), डागा स्कूल के पास, बीकानेर।

कर्मचारी : सुरेन्द्र कुमार श्रीमाली पुत्र श्री धिरंजीलाल श्रीमाली।

—प्रार्थी यूनियन

बनाम

डिपो इंचार्ज (मंजर), आर्मी सप्लाय डिपो, ए.एस.सी. 375 टाईप बी, मार्फत ए.पी.ओ. मिलेट्री, बीकानेर (राजस्थान)।

—अप्रार्थी

उपस्थित :—

प्रार्थी यूनियन को ओर से : श्री शिव अवतार सिंह

अप्रार्थी की ओर से : श्री पी.सी. शर्मा

पंचाट दिनांक : 4-10-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा (1) के खण्ड 4 के प्रावधानों के अन्तर्गत न्यायनिर्णयन हेतु निर्देशित किया गया :—

"Whether the action of the management of Depot Incharge Army Supply Depot, ASC 375 Type B, C/o 56 A.P.O. in terminating the services of Sh. Surender Kumar Srimali w.e.f. 26-7-89 is legal and justified? If not, to what relief the workman is entitled?"

रेलवे कैंज्युअल लेबर यूनियन के नाम से सुरेन्द्र कुमार श्रीमाली (जिसे बाद में प्रार्थी कहा गया है) के द्वारा क्लेम प्रस्तुत किया गया जिसमें उल्लेख किया गया कि उसकी नियुक्ति अप्रार्थी संस्थान में दिनांक 22-11-86 को दैनिक वृत्तनभोगी श्रमिक के रूप में की गई थी व उसका कार्य बाहर से आने वाले माल को डिपो में रखना, सामान को बाहर भोजना व पेट्रोल, डीजल की सप्लाय करना था। उसे 25-रुपये प्रतिदिन के हिसाब से मासिक भुगतान किया

जाता था। उससे सिविलियन मजदूरी का कार्य लिया जाता था। उसने दिनांक 22-11-86 से 25-7-89 तक निरन्तर कार्य किया व एक कलेंडर वर्ष में 240 दिन से अधिक कार्य किया। उसकी सेवा दिनांक 26-7-89 से मौखिक आदेश के द्वारा समाप्त कर दी गई। सेवा समाप्ति करने से पूर्व उसे सेवा समाप्ति का आदेश नहीं दिया गया न नोटिस के बबले में वेतन दिया गया न कोई मुआवजा दिया गया। वरिष्ठता सूची का प्रकाशन भी नहीं किया गया। "पहले आए आखिर जाए" सिद्धांत की पालना भी नहीं की गई। उसके साथ नियुक्त कर्मचारी किशनलाल व भंवरलाल जिनको दिनांक 22-11-86 को नियुक्त किया गया था को दिनांक 23-5-92 से स्थाई कर दिया गया। उसकी सेवा समाप्ति के पश्चात् अर्जुन, गणशीराम, सुरेन्द्र सिंह, डूंगर सिंह, उम्मेद सिंह, मदनजीत, भरत धोबी को सन् 1995 में नियुक्ति दी गई परन्तु प्रार्थी को पुनः सेवा का अवसर नहीं दिया गया। उसकी सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ, जी, एच, एन व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 (जिसे बाद में नियम, 1957 कहा गया है) के नियम, 77, 78 का उल्लंघन कर की गई। प्रार्थना की गई कि उसे पिछले वेतन सहित सेवा में पुनः बहाल किया जाए व अन्य सेवा लाभ भी दिए जाएं।

विपक्षी की ओर से जवाब में प्रारम्भिक आपत्ति की गई कि विपक्षी संस्थान अधिनियम, 1947 की धारा 2(जे) के अनुसार "उद्योग" की परिभाषा के अन्तर्गत नहीं आता। विपक्षी संस्थान का कार्य देश की रक्षा में सेवा करने का है जो कि राज्य का सार्वभौमिक कर्तव्य है। प्रार्थी अप्रैल, 88 के पश्चात् अप्रार्थी संस्थान के नियोजन में नहीं था प्रार्थी के द्वारा लगाए गए आरोप आधारहीन व मिश्यापूर्ण हैं। अप्रैल, 88 के पश्चात वह स्वयं कार्य हेतु उपस्थित नहीं हुआ। प्रार्थी के द्वारा 12 वर्ष पश्चात् सेवा समाप्ति के बारे में विवाद उठाया गया। क्लेम के क्रमानुसार जवाब में उल्लेख किया गया कि प्रार्थी से दैनिक मजदूरी के आधार पर मिलिट्री के सामान को चढ़ाने, उतारने का कार्य लिया गया था। मिलिट्री स्टोर का कार्य सिविलियन से नहीं कराया जाता। प्रार्थी से बतौर आकस्मिक प्रकृति के कार्य हेतु सन् 1986, 87, 88 में कार्य लिया गया था, जिसका विवरण निम्न प्रकार है:

माह	दिन
नवम्बर, 86	08
दिसम्बर, 86	07
जनवरी, 87	25
फरवरी, 87	18
मार्च, 87	23
अप्रैल, 87	23
मई, 87	23
जून, 87	18
जुलाई, 87	21

1	2
अगस्त, 87	16
सितम्बर, 87	04
अक्टूबर, 87	18
नवम्बर, 87	22
दिसम्बर, 87	20
जनवरी, 88	20
फरवरी, 88	20
मार्च, 88	08
अप्रैल, 88	16

प्रार्थी ने किसी भी वर्ष में 240 दिन कार्य नहीं किया। किशनलाल व भंवरलाल को सन् 1992 में टेम्परेरी स्टेट्स दिया गया था। उनको भारत सरकार के आदेशानुसार नियोजन कार्यालय के द्वारा भर्ती किया गया था। प्रार्थी को नियोजन कार्यालय के द्वारा भर्ती नहीं किया गया। भरत धोबी को सन् 1992 में स्थाई किया गया था न कि सन् 1995 में। उसकी नियुक्ति रोजगार कार्यालय के जरिए की गई थी। मदनजीत व उम्मेदसिंह कभी भी अप्रार्थी संस्थान के नियोजन में नहीं रहे। सुरेन्द्र सिंह अभी भी बतौर आकस्मिक श्रमिक के नियोजन में हैं। डूंगरसिंह को टेम्परेरी स्टेट्स दिया गया था जो बाद में निरस्त कर दिया गया व उसका मामला केन्द्रीय प्रशासनिक अधिकरण, जोधपुर के समक्ष विचाराधीन है। गणशीराम व अर्जुनराम को केन्द्रीय प्रशासनिक अधिकरण, जोधपुर के आदेश के अनुसार टेम्परेरी स्टेट्स का लाभ दिया गया था। प्रार्थी अप्रैल, 88 के पश्चात् अप्रार्थी संस्थान के नियोजन में नहीं रहा अतः अप्रार्थी के द्वारा प्रार्थी की सेवा दिनांक 26-7-89 को समाप्त किए जाने का प्रश्न ही उत्पन्न नहीं होता।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित बिन्दु विवाद बिन्दु बनाए गए :

- (1) आया प्रार्थी ने विपक्षी संस्थान में दिनांक 22-11-86 से 25-7-89 तक लगातार कार्य किया व सेवा समाप्ति के पूर्व के एक वर्ष में 240 दिन कार्य किया?
- (2) आया विपक्षी संस्थान "उद्योग" की परिभाषा के तहत नहीं आता?
- (3) आया प्रार्थी स्वयं कार्य पर उपस्थित नहीं हुआ व विपक्षी के द्वारा प्रार्थी की सेवा समाप्ति नहीं की गई?
- (4) आया विपक्षी के द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25-एफ, जी, एच एवं एन व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 के नियम 77 का उल्लंघन कर प्रार्थी की सेवा समाप्ति की गई है?

(5) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी को ओर से क्लेम के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर विपक्षी के अधिकार को दिया गया प्रार्थी को ओर से गेट पास की प्रतिलिपि, प्रतिलिपि असफल वार्ता प्रतिवेदन, प्रतिलिपि निर्देश आदेश व प्रतिलिपि आदेश माननीय उच्च न्यायालय प्रस्तुत की गई। अप्रार्थी को ओर से जी.सी. पण्डा का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर प्रार्थी के विद्वान प्रतिनिधि को दिया गया। विपक्षी की ओर से प्रार्थी के द्वारा कार्य का विवरण प्रस्तुत किया गया। इसके अतिरिक्त अप्रार्थी की ओर से प्रस्तुत आकस्मिक श्रमिकों का हाजिरी रजिस्टर अक्टूबर, 85 से लेकर मई, 87 व जून, 87 से लेकर सितम्बर, 88 तक का अवलोकन किया गया।

बहुसंख्यी गई एवं पत्रावली का अवलोकन किया गया।

बनाए गए विवाद विन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :

विन्दु संख्या : 1 प्रार्थी का कथन है कि उसने दिनांक 22-11-86 से 25-7-89 तक निरन्तर कार्य किया व एक क्लेण्डर वर्ष में 240 दिन से अधिक कार्य किया। दिनांक 26-7-89 से मौखिक आदेश से उसकी छुट्टी कर दी गई। प्रतिपरीक्षा में उसने कहा कि उस याद नहीं सन् 1986 में 15 दिन, 87 में 230 दिन व सन् 88 में 64 दिन कार्य किया हो। एक बार तो उसने इस मुद्दा को स्वीकार किया कि अप्रैल, 88 के बाद उसने विपक्षी संस्थान में कार्य नहीं किया। फिर कहा कि जुलाई के बाद वह कार्य पर नहीं गया व फिर कहा कि दिनांक 26-7-89 के पश्चात् वह कार्य पर नहीं गया। इस प्रकार वह स्वयं भी इस बारे में स्पष्ट नहीं है कि उसने विपक्षी संस्थान में कब तक कार्य किया व किस वर्ष में कितने दिन कार्य किया? दूसरी ओर जी.सी.पण्डा विपक्षी के साक्षी का कथन है कि प्रार्थी ने नवम्बर, 86 से अप्रैल, 88 के बीच रिक्त के आधार पर निम्न अवधि में कार्य किया :

माह.	दिन
नवम्बर, 86	08
दिसम्बर, 86	07
जनवरी, 87	25
फरवरी, 87	18
मार्च, 87	23
अप्रैल, 87	23
मई, 87	23
जून, 87	18
जुलाई, 87	21
अगस्त, 87	16
सितम्बर, 87	04
अक्टूबर, 87	18
नवम्बर, 87	22
दिसम्बर, 87	20
जनवरी, 88	20
फरवरी, 88	20
मार्च, 88	08
अप्रैल, 88	16

अप्रार्थी द्वारा उपस्थिति रजिस्टर प्रस्तुत किए गए जिसको देखकर प्रार्थी के विद्वान प्रतिनिधि यह नहीं बता सके कि अप्रार्थी की ओर से प्रार्थी के द्वारा किए गए कार्य दिवसों की संख्या सही नहीं है। प्रार्थी द्वारा अप्रैल, 88 तक उपस्थिति रजिस्टर के अनुसार कार्य किया जाना प्रमाणित होता है व उसके बाद विपक्षी संस्थान में प्रार्थी के द्वारा कार्य किया जाना प्रमाणित नहीं होता। इस प्रकार प्रार्थी के द्वारा नवम्बर, 86 से दिनांक 28-4-88 तक उक्त अवधि में कार्य किया जाना प्रमाणित होता है। सन् 1986 में प्रार्थी के द्वारा 15 दिन सन् 1987 में 231 दिन व सन् 1988 में 64 दिन कार्य किया जाना प्रमाणित होता है। प्रार्थी के द्वारा अप्रैल, 88 के पश्चात् दिनांक 25-7-89 तक कार्य किया जाना प्रमाणित नहीं होता। प्रार्थी के द्वारा तथ्यांकित सेवा समाप्ति दिनांक 25-7-89 बताई गई है। उक्त तिथि के पूर्व के 1 वर्ष की अवधि में प्रार्थी के द्वारा विस्तृत की कार्य किया जाना प्रमाणित नहीं होता।

विन्दु संख्या : 2 प्रार्थी का कथन है कि वह विपक्षी संस्थान में जोमाल बाहुर से छिपों में आता था उसकी छिपों में रहना व सामान की देखभाल करना व पेट्रोल डीजल की सप्लाई करने का कार्य करता था। उसके पास पत्नी आती थी। प्रतिपरीक्षा में उसने कहा है कि फौजियों की अनाज देने का व पेट्रोल डीजल के रीसिन सप्लाई का कार्य छिपों का था। पत्नी के आधार पर अप्रार्थी की माल सप्लाई किया जाता था। प्रतिपरीक्षा की ओर से प्रार्थी के उक्त कथन वा खंडन नहीं किया गया। इस प्रकार प्रार्थी के द्वारा विपक्षी संस्थान में उक्त कार्य किया जाना प्रमाणित है। अप्रार्थी के विद्वान अधिकारता का तर्क है कि विपक्षी संस्थान का उक्त कार्य राज्य के सार्वभौमिक कार्य की श्रेणी में आता है व इस कारण विपक्षी संस्थान अधिनियम, 1947 की धारा 2 (जे) के प्रावधानों के अनुसार "उद्योग" की परिभाषा के अन्तर्गत नहीं आता। अधिनियम, 1947 की धारा 2(जे) निम्न प्रकार है।

(j) "industry" means any business, trade undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen;"

विपक्षी संस्थान में सप्लाई का कार्य नियोजक व कर्मचारियों के सहयोग से किया जाना प्रकट होता है। प्रार्थी के कथन के अनुसार विपक्षी संस्थान का कार्य माल प्राप्त कर सप्लाई अथवा वितरित करने का था जो कि मानवीय आवश्यकताओं की पूर्ति के लिए था। उक्त कार्य लाभ के लिए किया जाना आवश्यक हो "उद्योग" की परिभाषा के अन्तर्गत आने के लिए ऐसा नहीं कहा जा सकता। उक्त सप्लाई का कार्य निजी तौर पर न कराया जा सकता हो ऐसा भी नहीं कहा जा सकता। अतः विपक्षी संस्थान के द्वारा उक्त कार्य राज्य के सार्वभौमिक कार्य के अन्तर्गत भी नहीं आता। उक्त तथ्यों को दृष्टिगत रखते हुए यह नहीं कहा जा सकता कि अप्रार्थी संस्थान "उद्योग" की परिभाषा के अन्तर्गत नहीं आता। उक्त निष्कर्ष का समर्थन बंगलौर वाटर सप्लाई एण्ड सीवरेज बोर्ड बनाम ए.ए.ए.आर. 1978 एस. सी. पृष्ठ 548 से होता है।

बिन्दु संख्या :—3 प्रार्थी का यह भी कथन है कि दिनांक 26-7-89 से मौखिक रूप से उसकी सेवा समाप्त कर दी गई। ऐसा उल्लेख किया जा चुका है यह प्रमाणित नहीं हुआ है कि प्रार्थी दिनांक 28-4-88 के बाद विपक्षी संस्थान में कार्यरत रहा। उसने स्वयं ने भी स्वीकार किया है कि अप्रैल, 88 के पश्चात् उसने कार्य नहीं किया। यद्यपि उसने इस कथन को बदलने का प्रयास किया है। एक बार तो उसने कहा कि जुलाई के बाद वह कार्य पर नहीं गया। परन्तु फिर कहा कि दिनांक 26-7-89 के पश्चात् वह कार्य पर नहीं गया। विपक्षी की ओर से यह प्रमाणित हो चुका है कि दिनांक 28-4-88 के पश्चात् प्रार्थी विपक्षी संस्थान में कार्यरत नहीं रहा। जी.सी.पण्डा ने अपने कथन में कहा कि दिनांक 26-7-89 को प्रार्थी को छंटनी किए जाने का प्रश्न उत्पन्न नहीं होता क्योंकि प्रार्थी विपक्षी संस्थान में उपस्थित ही नहीं था। उसका यह भी कथन है कि अप्रैल, 88 के पश्चात् चूंकि प्रार्थी को दूसरा नियोजन मिल गया था इसलिए प्रार्थी स्वयं ही कार्य पर उपस्थित नहीं आया। इस साक्षी से उक्त कथन के बारे में कोई प्रतिपरीक्षा में प्रश्न नहीं पूछा गया। केवल एक प्रश्न प्रार्थी को कार्य पर न आने की दशा में सूचना देने के बारे में पूछा गया जिसके बारे में उसने स्वीकार किया है कि ऐसी कोई सूचना प्रार्थी को नहीं दी गई। विपक्षी के द्वारा प्रस्तुत साक्ष्य से यह प्रमाणित होता है कि प्रार्थी दिनांक 28-4-88 के पश्चात् विपक्षी संस्थान में स्वयं कार्य पर उपस्थित नहीं आया। इस निष्कर्ष की इस तथ्य से पुष्टि होती है कि प्रार्थी ने तथा कथित सेवा समाप्ति दिनांक 26-7-89 के बारे में विवाद-समझौता अधिकारी के समक्ष दिनांक 13-5-98 को लगभग 9 वर्ष पश्चात् उठाया जिस बाबत कोई सन्तोषजनक कारण उसने नहीं बताया है। उसका कथन है कि उसे विपक्षी के द्वारा आश्वासन दिया जाता रहा कि कार्य पर रख लेंगे। उक्त कारण विवाद न उठाने के बारे में बिल्कुल भी सन्तोषजनक प्रतीत नहीं होता।

अप्रार्थी के विद्वान अधिवक्ता ने 2000 लैब.आई.सी. राजेन्द्र सिंह सोलंकी बनाम रॉ फिनिशिंग प्रोडक्शन को उद्धृत किया है। उक्त मामले में याची की सेवा समाप्ति के बारे में सेवा समाप्ति का कोई आदेश नहीं था उसके द्वारा दिनांक 1-5-81 को सेवा समाप्ति बताई गई थी। ऐसा कोई प्रमाण नहीं था कि प्रार्थी उक्त दिनांक को कार्य पर गया हो व उसे नियोजक के द्वारा कार्य पर लेने से इंकार किया गया हो। उसने 4 वर्ष पश्चात् सेवा समाप्ति के बारे में विवाद उठाया था व उक्त अवधि में विवाद उठाने के बारे में कोई कारण नहीं बताया था। यह निष्कर्ष निकाला गया कि याची की सेवा नियोजक के द्वारा समाप्त नहीं की गई व प्रार्थी की छंटनी न होना पाया। इस प्रकरण में भी प्रार्थी की सेवा समाप्ति के बारे में कोई आदेश प्रस्तुत नहीं किया गया व 9 वर्ष की अवधि तक विवाद न उठाने के बारे में भी कोई सन्तोषजनक कारण नहीं बताया गया। यह भी प्रमाणित नहीं है कि प्रार्थी दिनांक 26-7-89 को कार्य पर गया हो व विपक्षी के द्वारा उसे कार्य पर न लिया गया हो। जबकि इसके विपरीत यह प्रमाणित

हो चुका है कि विपक्षी संस्थान में दिनांक 28-4-88 के बाद व कार्यरत ही नहीं रहा। अतः अप्रार्थी के द्वारा प्रार्थी को दिनांक 26-7-89 को सेवा समाप्त करना व उसकी छंटनी किया जाना प्रमाणित नहीं होता व प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 2 (ओओ) के प्रावधानों के अन्तर्गत छंटनी के तहत नहीं आती। इसके विपरीत यह प्रमाणित होता है कि प्रार्थी स्वयं कार्य पर उपस्थित नहीं हुआ व उसने स्वयं सेवा छोड़ दी।

बिन्दु संख्या :—4 बिन्दु संख्या-3 के विनिश्चय के आधार पर अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति किया जाना व उसकी छंटनी किया जाना प्रमाणित नहीं हो पाया है। अतः अधिनियम, 1947 की धारा 25-एफ, जी व नियम 1957 के नियम-77 के प्रावधान आकृष्ट नहीं होते। यह भी उल्लेख करना उचित होगा कि इस अधिकरण का क्षेत्राधिकार निदेश आदेश में वर्णित बिन्दुओं के न्याय निर्णयन तक ही सीमित है। अधिनियम, 1947 की धारा 25-एच जो कि नूनः नियोजन से संबंधित है, के बारे में निदेश आदेश में कोई उल्लेख नहीं है। अतः उक्त बिन्दु पर विचार नहीं किया जा सकता। इसी प्रकार यह भी प्रमाणित नहीं है कि विपक्षी संस्थान में अधिनियम, 1947 का चैप्टर-5 (बी) के प्रावधान लागू होते हैं क्योंकि ऐसी कोई साक्ष्य प्रस्तुत नहीं की गई कि विपक्षी संस्थान में कम से कम 100 व्यक्तिगत 12 महीनों में औसतन प्रतिदिन कार्य करते रहे हों। अतः अधिनियम 1947 की धारा 25-एन के प्रावधान प्रस्तुत प्रकरण में लागू नहीं होते। वैसे भी जब प्रार्थी की छंटनी किया जाना प्रमाणित नहीं है, अधिनियम, 1947 की धारा 25-एच व 25-एन के प्रावधान आकृष्ट होने का प्रश्न उत्पन्न नहीं होता।

बिन्दु संख्या :—5 विपक्षी के द्वारा प्रार्थी की दिनांक 26-7-89 को सेवा समाप्त किया जाना प्रमाणित नहीं है अतः उसके वैध या अवैध अथवा उचित या अनुचित होने का प्रश्न ही उत्पन्न नहीं होता। प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार की अधिनियम, 1947 की धारा-17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह/- अपठनीय
पीठासीन अधिकारी

नई दिल्ली, 28 नवम्बर, 2001

का.मा. 3480.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2001 को प्राप्त हुआ था।

[सं. एल-40012/286/99-आई. आर. (डी. यू.)]
कुलदीप शर्मा वर्मा, जेस्क अधिकारी

New Delhi, the 28th November, 2001

S.O. 3480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom. and their workman, which was received by the Central Government on 28-11-2001.

[No. L-40012/286/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 51/99

Telecom. District Manager, Bhandara.

AND

Shri Pundlik Daulat Bhure.

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-40012/286/99-IR(DU) dated 18-11-99 on the following schedule.

SCHEDULE

"Whether the action of the management of Telecom. District Manager Bhandara in terminating the services of Shri Pundlik Daulat Bhure w.e.f. 1-12-96 is legal and justified? If not, to what relief the workman is entitled?"

Pundlik Daulat Bhure has submitted Statement of Claim that he was appointed in Telecom District Manager, Department of Telecommunication, Bhandara as Casual Mazdoor. He worked from 1-11-85 to 31-12-89. He worked for 677 days but his service was terminated on 26-5-90.

He raised the dispute before the Assistant Labour Commissioner on 2-12-92. There was settlement between him and the management of Telecom Department that he will be provided work. The management did not implement the settlement.

Again the dispute was raised before ALC(C) Nagpur and again a settlement was signed by the parties on 27-7-94. He was provided work for sometime and again his service was terminated on 1-12-96.

The workman has claimed that the order of termination passed by the Telecom District Manager, Bhandara for terminating his service w.e.f. 1-12-96

is illegal and he should be reinstated with full back-wages.

The management submitted Written Statement through S.S.O.(Legal) of TDM Bhandara on 13-4-2000.

The management has taken the plea that the workman Pundlik D. Bhure did not work continuously from November, 1985 to 5-2-1990. There were long breaks during the above period. He did not work continuously for 240 days in any calendar year.

The management further stated that the settlement was executed between the workman and the management on 2-2-93. It was agreed between the parties that the work will be provided to the workman as and when his services will be required by the management. The workman was provided work from 7-7-94 to 8-7-94 and again from 7-12-95 to 1-12-96. Due to nonavailability of work his service was discontinued from 2-12-96. In the settlement dated 27-7-94 the workman had agreed that he will not press for continuity in service and back-wages.

From the side of workman and the management the documents were filed. The statement of workman Pundlik D. Bhure was recorded and he was cross examined on 10-1-2001.

The management examined Vishnu Mulchand Dhurve SS(O) legal of Telecom, District Manager, Bhandara. Both the parties have also submitted their Written Arguments. The counsel for the parties did not prefer to argue the case orally as they have submitted Written Arguments.

I have considered the entire oral and Documentary evidence on record.

The workman Pundlik Daulat Bhure admitted in cross examination that there was settlement between him and the management on 2-2-93. Another Settlement was signed by him on 27-7-94. In these settlements he had agreed that he will not press for continuity in service and backwages. He was called by management to do work in 1995 and 1996 whenever the work was available. He however denied that from 1996 to 1999 no other workman has been provided work. He has not mentioned the name of any workman who has been employed from 1996 to 1999 in his affidavit.

The workman has therefore admitted that on the basis of settlements dated 2-2-93 and 27-7-94 he was called for the work by the management of Telecom District Manager, Bhandara in the year 1995 and 1996.

The workman says that in 1987 he worked for 267 days. From 1985 to 1989 he worked for more than 240 days in each calendar year. This witness admits that he has not submitted any document in this Court in support of this above statement. He has no document with him to show that he worked for more than 240 days in any calendar year from 1985 to December, 1989.

The management has submitted the Office Letter No. DE-12/TSM/BHV/94-95 dated : 22-6-94 to

show that the workman worked from November, 85 to March, 86. After that there was a gap of five months in his service. From April, 86 to August, 86 he did not work. There was break in service for five months.

Again from September, 1986 to March, 1987 he worked. The workman was not called for any work in April, 1987. So there was one month's break in service.

Again he worked from May, 1987 to October, 1987. He did not work from November, 1987 and so there was one year and one month's break in his service.

He again worked from December, 1988 to March, 1989. There was another break in service for seven months i.e. from April, 1989 to October, 1989.

He worked for two months i.e. November, 1989 and December, 1989. After December, 1989 he did not work in the above chain of work. It is therefore clear that there were long breaks in the service of the workman. He did not work continuously for any period for more than 240 days from November, 1985 to December, 1989. He is therefore not entitled for any relief claimed by him. Moreover the workman himself agreed in the settlement dated 2-2-93 that he is willing to work with the management of TDM, Bhandara on the condition that the management can call him for work as and when his services were required by the management.

In agreement dated : 27-7-94 the workman has also agreed that he is willing to do work with the management as per settlement dated 2-2-93. In this settlement dated 27-7-94 the workman further agreed that he will not press for continuity in service and backwages.

The witness Vishnu M. Dhurwe also stated in his cross examination that on the basis of agreement dated 2-2-93 and 27-7-94 the workman had been called for work during the year 1995 and 1996 when the work was available. No work was available with the department from 2-12-96. Hence he was not called for work after 1-12-96.

In view of the above facts and documentary evidence on record the action of the management of Telecom District Manager, Bhandara in terminating the service of Pundlik Daulat Bhure w.e.f. 1-12-96 is legal and justified.

ORDER

The action of the management of Telecom District Manager, Bhandara in terminating the services of Shri Pundlik Daulat Bhure w.e.f. 1-12-96 is legal and justified. The workman cannot claim reinstatement or backwages on the basis of agreement signed by him as discussed above.

The workman is not entitled to any relief claimed by him.

The reference is answered accordingly.

Date : 2-11-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2001

का.आ. 3481.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2001 को प्राप्त हुआ था।

[सं.एल-40012/287/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 28th November, 2001

S.O. 3481.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman, which was received by the Central Government on 28-11-2001.

[No. L-40012/287/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 52/99

The Telecom District Manager.

AND

Shri Shamrao Harishchandra Washnik.

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide Order No. L-40012/287/99/IR(DU) dated 18-11-99 on the following schedule :

SCHEDULE

"Whether the action of the management of Telecom District Manager, Bhandara in terminating the services of Shri Shamrao Harishchandra Washnik, Ex-Casual Mazdoor/Labour w.e.f. 01-12-96 is legal and justified? If not, to what relief the workman is entitled?"

Shamrao Harishchandra Washnik has raised this dispute that he has been illegally terminated w.e.f. 1st December, 1996.

In Statement of Claim he has mentioned that he had worked as Casual Labour under Telecom District Manager, Department of Telecommunication, Bhandara from 01-06-86 to 31-12-89. He worked continuously for 623 days. The dispute was raised before the Assistant Labour Commissioner and on 02-02-93 a settlement was signed by the parties that the workman will be provided work as and when the work will be available with the department. The workman will not claim for continuity in service and back wages. The workman further says that he was provided work from 19-09-94 to 16-1-95. His service was discontinued from 17-01-95. He was provided work in Leave Vacancy. On 17-01-95 Regular Mazdoor had joined the duty.

Another settlement was signed before ALC on 27-07-94 that the workman will not press for continuity in service and back wages. The workman was not engaged for any job from 01-12-96 as no work was available.

The workman has claimed that his termination from 01-12-96 is illegal.

The management has accepted that the workman was provided work on the basis of settlement dated 02-02-93 as and when the work was available. According to the settlement dated 27-07-94 the workman was provided work from 19-09-94 to 16-01-95. After 17-01-95 the work was not available. In the settlement dated 27-07-94 the workman was agreed that he will not press for continuity in service and back wages.

As no work was available after 01-12-96 the workman has not been engaged for any work.

I have considered the entire Oral and Documentary Evidence produced by the parties. The arguments submitted by the parties were also considered.

In his statement in this Court on 06-02-2001 workman, Shamrao Harishchandra Washnik admitted that he has not filed any document in the Court to show that he had continuously worked for more than 240 days during any calendar year from 01-06-86 to 31st December, 1989. He has no documents to show that he had worked for 623 days continuously.

He admitted that he was provided work by the management as and when the work was available with the department. He admitted that on the basis of settlement between the parties before ALC on 02-02-93 and 27-07-94, he was provided with the work.

On 16-09-94 he was given work and he worked upto 16-01-95. When the Regular Mazdoor came on duty he was relieved from duty from 17-01-95. He has no document to show that any other Casual Labour has been provided with the work after 17-01-95.

The management witness Dayaneshwar also stated that the workman did not work for 240 days in any calendar year from June, 1986 to December, 1989. On the basis of agreement dated 02-02-93 and subsequent agreement dated 27-07-94 the workman was

ordered to report on duty on 16-09-94. He worked for 19-09-94 to 16-1-95. The service was discontinued from 17-1-95 as Regular Mazdoor had joined duty.

The settlement dated 27-07-94 was also implemented in which the workman had agreed that he will not press for continuity in service and back wages.

As the services of the workman was not required so he has not been engaged for any work after 01-12-96.

From the above oral evidence and the settlements discussed above, it is clear that the workman Shamrao H. Washnik was not engaged on any regular job. According to settlement dated 02-02-93 he was called for work as and when the work was available.

In the settlement dated 27-07-94 the undernoted terms were settled between the parties.

"In view of the settlement dated 02-02-93 and in view of the above understanding between the parties, the workman agreed not to press for continuity in service and back wages. The matter stands disposed of. Let the file be closed."

In view of the above Oral and Documentary Evidence on records the workman himself entered in agreement with the management that he will not press for continuity in service and back wages. In these circumstances the termination of the workman w.e.f. 01-12-96 is legal and justified.

ORDER

The action of the management of Telecom District Manager, Bhandara in terminating the services of workman Shamrao Harishchandra Washnik, Ex-Casual Mazdoor w.e.f. 01-12-96 is legal and justified.

The workman is not entitled to any relief claimed by him.

The reference is answered accordingly.
Dated : 01-11-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2001

का.आ. 3482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2001 को प्राप्त हुआ था।

[सं.एल-40012/311/99-आर. (अ.पू.)]
कुर्कदीप राम बर्मा, हेड अधिकारी

New Delhi, the 28th November, 2001

S.O. 3482.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman, which was received by the Central Government on 28-11-2001.

[No. L-40012/311/99-IR(DU)]
KULDIP RAI VERMA, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer.

Reference No. CGIT : 21/2000

The General Manager, Telecom.

AND

Smt. Sunita Mahadeo Attawale.

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-40012/311/99/IR(DU) dated 27-01-2000 on the following schedule :

SCHEDULE

“Whether the action of the management of Telecom, through it's General Manager, Telecom, Nagpur in terminating the services of Smt. Sunita W/o Mahadeo Attawale, Nagpur w.e.f. 09-04-99 is legal, proper and justified? If not, what relief the said workman is entitled to?”

Smt. Sunita W/o Mahadeo Attawale has submitted Statement of Claim that she was working in the office of General Manager, Telecom, Zero Mines, Nagpur from 01-07-94 to 08-04-99. For five to six months she was paid Rs. 300 per month. After that she was getting Rs. 100 per month for the work of cleaning the office rooms and toilets. She was also arranging for drinking water for the employees of the office. She has worked for more than 240 days continuously. She was removed from the above work w.e.f. 09-04-99. She claimed reinstatement with continuity in service and back wages. The management of Telecom Department contested the case on the ground that Sunita was not the employee of the Telecom Department. She was doing the work in the morning hours only for one hour and so she was paid Rs. 100 per month. She was not employed for any regular nature of work. She is not entitled to any relief claimed by her.

Sunita filed her affidavit on 26-06-2000. She was cross examined by the advocate of the management. The management filed affidavit of Vilas S/a Raghunathrao Bhoje but on 08-08-2001 the management discharged this witness.

I have considered the Oral and the Documentary Evidence produced by the parties. The Written Arguments submitted by the parties through their advocates were also considered.

The counsel for the claimant Smt. Sunita W/o Mahadeo Attawale argued that Sunita was a part-time employee and so her service should be regularised. The counsel for the management argued that Sunita was not appointed by the management on any regular post.

I have considered the above oral arguments of the parties.

The statement of Sunita M. Attawale shows that she was getting Rs. 100 per month for cleaning the rooms and toilets etc. No Appointment Letter was issued to her. No record for her attendance was maintained. She used to open office at 9 A.M. In the evening she used to fill the water in the containers.

There is no record to show that she worked for full day in the office from 9 A.M. to 6 P.M. She had no objection for receiving payment of Rs. 100 per month for cleaning the rooms and toilets. The above evidence therefore shows that she was not working for the full day.

In the Statement of Claim Sunita had mentioned that she used to work from 9 A.M. to 2 P.M. daily for cleaning the office rooms and toilets. In the statement in the Court she has changed her statement and stated that from 9 A.M. to 6 P.M. she was working. She again stated that she used to open the office at 9 A.M. and fill the water at 6 P.M. Had she worked for the full day from 9 A.M. to 6 P.M., she would have not accepted Rs. 100 per month. She says that she did not complain to any authority for the payment of Rs. 100 per month. In 1997-II-CLR-15, Himanshu K. Vidhyarthi and others versus State of Bihar, the Hon'ble Supreme Court has held.

“That the petitioners are temporary daily wage employees. They are not appointed to the posts in accordance with the rules and as such their disengagement from service cannot be construed to be retrenchment nor can the same be arbitrary. They are therefore not entitled to any relief.”

Sunita M. Attawale was working for only one hour in the office for cleaning the rooms and toilets and to supply water. The number of working days are immaterial when she worked for one hour each day and was paid Rs. 100 per month. She was not the employee of the Telecom Department. She was not appointed according to the procedure prescribed by the department for employment of any Group-D employee i.e. Peon or Sweeper etc. She is therefore not entitled to any relief claimed by her.

ORDER

The action of the management of Telecom through its General Manager, Telecom, Nagpur in terminating the services of Smt. Sunita W/o Mahadeo Attawale w.e.f. 09-04-99 is legal, proper and justified.

Sunita M. Attawale is not entitled to any relief claimed by her.

The reference is answered accordingly.

Dated : 02-11-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 10 दिसम्बर, 2001

का.आ. 3483:— केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि लौह अयस्क खनन उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 16 के अन्तर्गत निदिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए ।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[संख्या एस.-11017/13/97-औ.सं. (नी.वि.)]

एच.सी. गुप्ता, उप सचिव

New Delhi, the 10th December, 2001

S.O. 3483.—Whereas the Central Government is satisfied that the public interest requires that the services in the Iron Ore Mining Industry which is covered by item 16 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/13/97-IR(PL)]
H. C. GUPTA, Dy. Secy.